

| | | | | | | |
|---|------|--|--|---|---|--|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | ATING DO | PAGE 1 OF 209 PAGES |
| 2. CONTRACT NO. N00024-15-C-4313 | | 3. SOLICITATION NO. N00024-13-R-4305 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 5. DATE ISSUED 22 May 2013 | 6. REQUISITION/PURCHASE NO. SEE SCHEDULE |
| 7. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030 TEL: FAX: | | | CODE N00024 | 8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX: | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | |
| SOLICITATION | | | | | | |
| 9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>(SEE SECTION L)</u> until <u>02:00 PM</u> local time <u>11 Dec 2014</u> (Hour) (Date) | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME (b)(6) | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) (b)(6) | | C. E-MAIL ADDRESS (b)(6) |
| 11. TABLE OF CONTENTS | | | | | | |
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| OFFER (Must be fully completed by offeror) | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | AMENDMENT NO. | DATE | AMENDMENT NO. |
| | | | | | | |
| | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE 81220 | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| NATIONAL STEEL AND SHIPBUILDING COMPANY 2798 HARBOR DR SAN DIEGO CA 92113-3650 | | | | | | |
| 15B. TELEPHONE NO (Include area code) (619) 544-3400 | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | 17. SIGNATURE | | 18. OFFER DATE |
| AWARD (To be completed by Government) | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT \$16,769,395.00 | | 21. ACCOUNTING AND APPROPRIATION See Schedule | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM |
| 24. ADMINISTERED BY (If other than Item 7) SOUTHWEST REGIONAL MAINTENANCE CENTER CODE 410 3755 BRINSER STREET, STE 1 SAN DIEGO CA 92136-5205 | | CODE N55236 | 25. PAYMENT WILL BE MADE BY DFAS-COWEST ENTITLEMENT OPNS P.O. BOX 182381 DFAS-CO-JW COLUMBUS OH 43218-2381 | | CODE | HQ0339 |
| 26. NAME OF CONTRACTING OFFICER (Type or print) (b)(6) | | | | 28. AWARD DATE 21-Apr-2015 | | |
| EMAIL (b)(6) | | | | | | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

SECTION B CLIN SUMMARY

| ITEM | DESCRIPTION |
|-------------|---|
| | PMS |
| 0100 | PLANNED MAINTENANCE FOR LCS CLASS SHIPS IN FY15-16 |
| 0105 | AWARD FEE ONLY FOR ITEM 0100 |
| 0110 | PLANNED MAINTENANCE FOR LCS CLASS SHIPS IN FY16-17 |
| 0115 | AWARD FEE ONLY FOR ITEM 0110 |
| 0120 | PLANNED MAINTENANCE FOR LCS CLASS SHIPS IN FY17-18 |
| 0125 | AWARD FEE ONLY FOR ITEM 0120 |
| | FM/CORROSION CONTROL |
| 0200 | FACILITY MAINTENANCE/CORROSION CONTROL FOR LCS CLASS SHIPS IN FY15-16 |
| 0205 | AWARD FEE ONLY FOR ITEM 0200 |
| 0210 | FACILITY MAINTENANCE/CORROSION CONTROL FOR LCS CLASS SHIPS IN FY16-17 |
| 0220 | FACILITY MAINTENANCE/CORROSION CONTROL FOR LCS CLASS SHIPS IN FY17-18 |
| | AESS |
| 0300 | ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES IN FY15-16 |
| 0305 | AWARD FEE ONLY FOR ITEM 0300 |
| 0310 | ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES IN FY16-17 |
| 0315 | AWARD FEE ONLY FOR ITEM 0310 |
| 0320 | ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES IN FY17-18 |
| 0325 | AWARD FEE ONLY FOR ITEM 0320 |
| | ISEA |
| 0400 | IN-SERVICE ENGINEERING AGENT IN FY15-16 |
| 0405 | AWARD FEE ONLY FOR ITEM 0400 |
| 0410 | IN-SERVICE ENGINEERING AGENT IN FY16-17 |
| 0415 | AWARD FEE ONLY FOR ITEM 0410 |
| 0420 | IN-SERVICE ENGINEERING AGENT IN FY17-18 |
| 0425 | AWARD FEE ONLY FOR ITEM 0420 |
| | DATA/PIO/TRAVEL |
| 0500 | DATA REQUIREMENTS |
| 0600 | PROVISIONED ITEM ORDER |
| 0700 | TRAVEL/ODC |
| | EXECUTION PLANNING AND REPAIRS AND ALTS |
| 1010 | RESERVED |
| 1015 | RESERVED |
| 1020 | EXECUTION PLANNING FOR LCS 2 FY16 SRA(d) |
| 1021 | AWARD FEE ONLY FOR ITEM 1020 |
| 1025 | ACCOMPLISH REPAIRS AND ALT REQUIREMENTS FOR LCS 2 FY16 |
| 1026 | AWARD FEE ONLY FOR ITEM 1025 |
| 1030 | EXECUTION PLANNING FOR LCS 3 FY16 SRA(d) |

| | |
|------------------------|--|
| 1031 | AWARD FEE ONLY FOR ITEM 1030 |
| 1035 | ACCOMPLISH REPAIRS AND ALT REQUIREMENTS FOR LCS 3 FY16 |
| 1036 | AWARD FEE ONLY FOR ITEM 1035 |
| 1040 | EXECUTION PLANNING FOR LCS 4 FY17 SRA(d) |
| 1041 | AWARD FEE ONLY FOR ITEM 1040 |
| 1045 | ACCOMPLISH REPAIRS AND ALT REQUIREMENTS FOR LCS 4 FY17 |
| 1046 | AWARD FEE ONLY FOR ITEM 1045 |
| 1050 | EXECUTION PLANNING FOR LCS 1 FY18 DSRA |
| 1051 | AWARD FEE ONLY FOR ITEM 1050 |
| 1055 | ACCOMPLISH REPAIRS AND ALT REQUIREMENTS FOR LCS 1 FY18 |
| 1056 | AWARD FEE ONLY FOR ITEM 1055 |
| 1060 | EXECUTION PLANNING FOR LCS 2 FY18 DSRA |
| 1061 | AWARD FEE ONLY FOR ITEM 1060 |
| 1070 | EXECUTION PLANNING FOR LCS 5 FY18 SRA(d) |
| 1071 | AWARD FEE ONLY FOR ITEM 1070 |
| 1080 | EXECUTION PLANNING FOR LCS 6 FY18 SRA(d) |
| 1081 | AWARD FEE ONLY FOR ITEM 1080 |
| 1140 | EXECUTION PLANNING FOR LCS TBD FY15-18 |
| 1141 | AWARD FEE ONLY FOR ITEM 1140 |
| 1145 | ACCOMPLISH REPAIRS AND ALT REQUIREMENTS FOR LCS TBD FY15-18 |
| 1146 | AWARD FEE ONLY FOR ITEM 1145 |
| 1150 | EXECUTION PLANNING FOR LCS TBD FY15-18 |
| 1151 | AWARD FEE ONLY FOR ITEM 1150 |
| 1155 | ACCOMPLISH REPAIRS AND ALT REQUIREMENTS FOR LCS TBD FY15-18 |
| 1156 | AWARD FEE ONLY FOR ITEM 1155 |
| 1160 | EXECUTION PLANNING FOR LCS TBD FY15-18 |
| 1161 | AWARD FEE ONLY FOR ITEM 1160 |
| 1165 | ACCOMPLISH REPAIRS AND ALT REQUIREMENTS FOR LCS TBD FY15-18 |
| 1166 | AWARD FEE ONLY FOR ITEM 1165 |
| SHIP ASSESSMENT | |
| 2010 | SHIP ASSESSMENT FOR LCS 1 |
| 2011 | AWARD FEE ONLY FOR ITEM 2010 |
| 2020 | SHIP ASSESSMENT FOR LCS 2 |
| 2021 | AWARD FEE ONLY FOR ITEM 2020 |
| 2030 | SHIP ASSESSMENT FOR LCS 3 |
| 2031 | AWARD FEE ONLY FOR ITEM 2030 |
| 2040 | SHIP ASSESSMENT FOR LCS 4 |
| 2041 | AWARD FEE ONLY FOR ITEM 2040 |
| 2050 | SHIP ASSESSMENT FOR LCS 5 |
| 2051 | AWARD FEE ONLY FOR ITEM 2050 |
| 2060 | SHIP ASSESSMENT FOR LCS 6 |
| 2061 | AWARD FEE ONLY FOR ITEM 2060 |
| 2070 | SHIP ASSESSMENT FOR LCS 7 |
| 2071 | AWARD FEE ONLY FOR ITEM 2070 |
| 2080 | SHIP ASSESSMENT FOR LCS 8 |
| 2081 | AWARD FEE ONLY FOR ITEM 2080 |

| | |
|--------------|--|
| 2100 | SHIP ASSESSMENT FOR LCS 10 |
| 2101 | AWARD FEE ONLY FOR ITEM 2100 |
| 2120 | SHIP ASSESSMENT FOR LCS 12 |
| 2121 | AWARD FEE ONLY FOR ITEM 2120 |
| 2140 | SHIP ASSESSMENT FOR LCS 14 |
| 2141 | AWARD FEE ONLY FOR ITEM 2140 |
| 2160 | SHIP ASSESSMENT FOR LCS 16 |
| 2161 | AWARD FEE ONLY FOR ITEM 2160 |
| 2180 | SHIP ASSESSMENT FOR LCS TBD |
| 2181 | AWARD FEE ONLY FOR ITEM 2180 |
| 2200 | SHIP ASSESSMENT FOR LCS TBD |
| 2201 | AWARD FEE ONLY FOR ITEM 2200 |
| 2220 | SHIP ASSESSMENT FOR LCS TBD |
| 2221 | AWARD FEE ONLY FOR ITEM 2220 |
| CM/EM | |
| 3010 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 1 IN FY15-18 |
| 3011 | AWARD FEE ONLY FOR ITEM 3010 |
| 3020 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 2 IN FY15-18 |
| 3021 | AWARD FEE ONLY FOR ITEM 3020 |
| 3030 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 3 IN FY15-18 |
| 3031 | AWARD FEE ONLY FOR ITEM 3030 |
| 3040 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 4 IN FY15-18 |
| 3041 | AWARD FEE ONLY FOR ITEM 3040 |
| 3050 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 5 IN FY15-18 |
| 3051 | AWARD FEE ONLY FOR ITEM 3050 |
| 3060 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 6 IN FY15-18 |
| 3061 | AWARD FEE ONLY FOR ITEM 3060 |
| 3070 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 7 IN FY15-18 |
| 3071 | AWARD FEE ONLY FOR ITEM 3070 |
| 3080 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 8 IN FY15-18 |
| 3081 | AWARD FEE ONLY FOR ITEM 3080 |
| 3100 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 10 IN FY15-18 |
| 3101 | AWARD FEE ONLY FOR ITEM 3100 |
| 3120 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 12 IN FY15-18 |
| 3121 | AWARD FEE ONLY FOR ITEM 3120 |
| 3140 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 14 IN FY15-18 |
| 3141 | AWARD FEE ONLY FOR ITEM 3140 |
| 3160 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS 16 IN FY15-18 |
| 3161 | AWARD FEE ONLY FOR ITEM 3160 |
| 3180 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS |

| | |
|------------------|--|
| | REQUIREMENTS FOR LCS TBD IN FY15-18 |
| 3181 | AWARD FEE ONLY FOR ITEM 3180 |
| 3200 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS TBD IN FY15-18 |
| 3201 | AWARD FEE ONLY FOR ITEM 3200 |
| 3220 | ACCOMPLISH NON-SCHEDULED CM/EM REPAIRS AND ALTS REQUIREMENTS FOR LCS TBD IN FY15-18 |
| 3221 | AWARD FEE ONLY FOR ITEM 3220 |
| 4000-4031 | RESERVED |

CLIN Summary Legend

| CLINs | Description | Numbering Concept |
|----------------------|---------------------|--|
| 0100s | PMS | Base year (0100), Third digit represents option year |
| 01X5 | PMS | Award fee for preceding CLIN |
| 0200s | FM | Base year (0200), Third digit represents option year |
| 0205 | FM | Award Fee for CLIN 0200 |
| 0300s | AESS | Base year 0300, Third digit represents contract year |
| 03X5 | AESS | Award fee for preceding CLIN |
| 0400s | ISEA | Base year 0400, Third digit represents option year |
| 0500, 0600, 0700 | Data, PIO, & Travel | N/A |
| 10X0s and 11X0s | CNO Avails | Second & Third digit represents the avail number, fourth digit: 0 = Planning, 5 = Execution |
| 10XX | CNO Avails | Award Fee for preceding CLIN |
| 2000s | Ship Assessments | Second and third digit represent the ship number |
| 20X1 | Ship Assessments | Award fee for preceding CLIN |
| 3000s | CM/EM | Second and third digit represent the ship number |
| 30X1, 31X1, and 32X1 | CM/EM | Award fee for preceding CLIN |
| 4000s | RESERVED | N/A |

Note: CLINs 0130-0140, 0230-0240, 0330-0340, 0430-0440, 1010, 1015, 1065, 1075, and 1085-1135 have been deleted from this RFP. Please disregard any reference that may be made to these CLINs.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------------|--------|
| CLIN | CPIF | | Lot | | (b)(4) |
| Number | | | | | |
| 0100 | | | | | |
| | PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | |
| | ACCOMPLISH PLANNED MAINTENANCE FOR LCS CLASS SHIPS IN | | | | |
| | FY15-16 | | | | |
| | SEE NOTE C, D, E & H | | | | |
| | PLANNED MAINTENANCE LCS CLASS FY15-16 | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

CLIN Number Established for funding purposes only
010001
ACRN AB

CLIN Number Established for funding purposes only
010002
For Incentive Fee
ACRN AB

| ITEM NO CLIN Number 0105 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | PLANNED MAINTENANCE LCS CLASS FY15-16 AWARD FEE ONLY FOR ITEM 0100 SEE NOTE C & E | (b)(4) |

| ITEM NO CLIN Number 0110 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT |
|-----------------------------------|---|----------|-------------|----------------------|--------|
| | PURCHASE REQUEST NUMBER: N0002413NR63009 ACCOMPLISH PLANNED MAINTENANCE FOR LCS CLASS SHIPS IN FY16-17 SEE NOTES A, B, C, D & H PLANNED MAINTENANCE LCS CLASS FY16-17 | | | | (b)(4) |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 0115 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|--|--------|
| OPTION | PLANNED MAINTENANCE LCS CLASS FY16-17 AWARD FEE ONLY FOR ITEM 0110 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 0120 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|--|---------------------------|----------|-------------|------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH PLANNED MAINTENANCE FOR LCS CLASS SHIPS IN FY17-18 | | | | | |
| SEE NOTES A, B, C, D & H | | | | | |
| PLANNED MAINTENANCE LCS CLASS FY17-18 | | | | | |
| TARGET COST | | | | | (b)(4) |
| TARGET FEE | | | | | (b)(4) |
| TOTAL TGT COST + FEE | | | | | |
| ACRN | | | | | |

| ITEM NO CLIN Number 0125 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---------------------------------------|--------|
| OPTION | PLANNED MAINTENANCE LCS CLASS FY17-18 | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 0120 | (b)(4) |
| | SEE NOTES A, B, C, & E | |

| ITEM NO CLIN Number 0200 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH FACILITY MAINTENANCE/CORROSION CONTROL FOR
LCS CLASS SHIPS IN FY15-16

SEE NOTE C, D, F & H

FM/CORROSION CONTROL LCS CLASS FY15-16

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

CLIN Number Established for funding purposes only
020001

ACRN AB

CLIN Number Established for funding purposes only
020002For Incentive Fee
ACRN AB

| ITEM NO CLIN Number 0205 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|-------------------|--------|
|-----------------------------------|-------------------|--------|

| | | |
|--------|--|--------|
| OPTION | FM/CORROSION CONTROL LCS CLASS FY15-16 AWARD FEE ONLY FOR ITEM 0200 SEE NOTES A, B, C, & F | (b)(4) |
|--------|--|--------|

| ITEM NO CLIN Number 0210 | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-----------------------------------|-------------------|----------|------|------------|--------|
|-----------------------------------|-------------------|----------|------|------------|--------|

| | | | | |
|---|---|-----|--------|--------|
| FM/CORROSION CONTROL LCS CLASS FY16-17 | 1 | Lot | (b)(4) | (b)(4) |
|---|---|-----|--------|--------|

FFP

| | |
|--------|---|
| OPTION | ACCOMPLISH FACILITY MAINTENANCE/CORROSION CONTROL FOR LCS CLASS SHIPS IN FY16-17 SEE NOTES A, B, C, D & H FOB: Destination PURCHASE REQUEST NUMBER: N0002413NR63009 |
|--------|---|

NET AMT

(b)(4)

| ITEM NO CLIN Number | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------|---|----------|------|------------|--------|
| 0220 | FM/CORROSION CONTROL LCS CLASS FY17-18 | 1 | Lot | (b)(4) | (b)(4) |

FFP

OPTION ACCOMPLISH FACILITY MAINTENANCE/CORROSION CONTROL FOR LCS
CLASS SHIPS IN FY17-18
SEE NOTES A, B, C, D & H
FOB: Destination
PURCHASE REQUEST NUMBER: N0002413NR63009

NET AMT

(b)(4)

| ITEM NO CLIN Number | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------|-------------------|----------|------|------------|--------|
| 0300 | CPIF | | Lot | | (b)(4) |

PURCHASE REQUEST NUMBER: N0002413NR63009

PROVIDE ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES
(AESS) FOR LCS CLASS SHIPS HOMEPORTED OR VISITING SAN
DIEGO, CA IN FY 15-16

SEE NOTES C, D & F

ACCOMPLISH AESS FY15-16

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

CLIN Number Established for funding purposes only
030001

ACRN AB

CLIN Number Established for funding purposes only
030002

For Incentive Fee
ACRN AB

| ITEM NO CLIN Number | SUPPLIES/SERVICES | AMOUNT |
|---------------------------|---|--------|
| 0305 | | |
| OPTION | ACCOMPLISH AESS FY15-16 AWARD FEE ONLY FOR ITEM 0300 SEE NOTES A, B, C, & F | (b)(4) |

| ITEM NO CLIN Number | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT |
|---------------------------|--|----------|-------------|----------------------|--------|
| 0310 | PURCHASE REQUEST NUMBER: N0002413NR63009 PROVIDE ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES (AESS) FOR LCS CLASS SHIPS HOMEPORTED OR VISITING SAN DIEGO, CA IN FY 16-17 SEE NOTES A, B, C, D & F ACCOMPLISH AESS FY16-17 | | | | (b)(4) |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 0315 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | ACCOMPLISH AESS FY16-17 AWARD FEE ONLY FOR ITEM 0310 SEE NOTES A, B, C, & F | (b)(4) |

| ITEM NO CLIN Number 0320 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT |
|-----------------------------------|--|----------|-------------|----------------------|--------|
| | PURCHASE REQUEST NUMBER: N0002413NR63009 PROVIDE ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES (AESS) FOR LCS CLASS SHIPS HOMEPORTED OR VISITING SAN DIEGO, CA IN FY 17-18 SEE NOTES A, B, C, D & F ACCOMPLISH AESS FY17-18 | | | | (b)(4) |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| | | |
|-----------------------------------|-------------------|--------|
| ITEM NO CLIN Number 0325 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|-------------------|--------|

| | |
|--------|---|
| OPTION | ACCOMPLISH AESS FY17-18 AWARD FEE ONLY FOR ITEM 0320 SEE NOTES A, B, C, & F |
|--------|---|

(b)(4)

| | | | | | |
|-----------------------------------|---------------------------|----------|---------------|------------|--------|
| ITEM NO CLIN Number 0400 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Hours | UNIT PRICE | AMOUNT |
|-----------------------------------|---------------------------|----------|---------------|------------|--------|

(b)(4)

PURCHASE REQUEST NUMBER: N0002413NR63009
SUPPORT IN-SERVICE ENGINEERING AGENT SERVICES FOR LCS
CLASS UNIQUE SYSTEMS IN FY15-16
SEE NOTES A, B, C, D & F
SUPPORT ISEA LCS CLASS UNIQUE SYS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| | | |
|-----------------------------------|-------------------|--------|
| ITEM NO CLIN Number 0405 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|-------------------|--------|

| | |
|--------|---|
| OPTION | SUPPORT ISEA LCS CLASS UNIQUE SYS AWARD FEE ONLY FOR ITEM 0300 SEE NOTES A, B, C, & F |
|--------|---|

(b)(4)

| ITEM NO CLIN Number 0410 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Hours | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---|----------|---------------|----------------------|------------------|
| | PURCHASE REQUEST NUMBER: N0002413NR63009 SUPPORT IN-SERVICE ENGINEERING AGENT SERVICES FOR LCS CLASS UNIQUE SYSTEMS IN FY16-17 SEE NOTES A, B, C, D & F SUPPORT ISEA LCS CLASS UNIQUE SYS | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 0415 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | SUPPORT ISEA LCS CLASS UNIQUE SYS AWARD FEE ONLY FOR ITEM 0400 SEE NOTES A, B, C, & F | (b)(4) |

| ITEM NO CLIN Number 0420 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Hours | UNIT PRICE | AMOUNT (b)(4) |
|--|---------------------------|----------|---------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| SUPPORT IN-SERVICE ENGINEERING AGENT SERVICES FOR LCS CLASS UNIQUE SYSTEMS IN FY17-18 | | | | | |
| SEE NOTES A, B, C, D & F | | | | | |
| SUPPORT ISEA LCS CLASS UNIQUE SYS | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 0425 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | SUPPORT ISEA LCS CLASS UNIQUE SYS AWARD FEE ONLY FOR ITEM 0420 SEE NOTES A, B, C, & F | (b)(4) |

| ITEM NO CLIN Number 0500 | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT NSP |
|-----------------------------------|-------------------|----------|------|------------|---------------|
|-----------------------------------|-------------------|----------|------|------------|---------------|

DATA ITEMS

DATA ITEMS FOR ITEM 0100, 0200, 0300 AND (IF EXERCISED) OPTION
ITEM(S) 0110 - 0125, 0210 - 0225, 0310 - 0325, 0400 - 0425, 0600, 0700, 1020 -
3221

(SEE EXHIBIT A, B & C CDRL(S) ATTACHED).

FOB: Destination

PURCHASE REQUEST NUMBER: N0002413NR63009

NET AMT

| ITEM NO CLIN Number 0600 | SUPPLIES/SERVICES PROVISIONED ITEMS ORDER | QUANTITY 1 | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|--|---------------|-------------|------------|------------------|
|-----------------------------------|--|---------------|-------------|------------|------------------|

PROVISIONED ITEMS ORDER (PIO) FOR ITEMS 0100, and 0200 (IF EXERCISED)

OPTION ITEM(S) 0110-0125, 0210-0225, 1020-1166, and 3010-3221

SEE SECTION C

SEE NOTE H

FOB: Destination

NET AMT

(b)(4)

| ITEM NO CLIN Number 0700 | SUPPLIES/SERVICES | QUANTITY 1 | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---|---------------|-------------|----------------|------------------|
| OPTION | TRAVEL/ODC COST PROVIDE TRAVEL IN SUPPORT OF ITEMS 0100, 0200, 0300, AND (IF EXERCISED) OPTION ITEM(S) 0110-0125, 0210-0225, 0310-0325, 0400-425, 0700, AND 1020-3221 SEE SECTION C SEE NOTE A, B, C, D & G FOB: Destination | | | ESTIMATED COST | (b)(4) |

ITEM NO
CLIN
Number
1010

RESERVED

ITEM NO
CLIN
Number
1015

RESERVED

| ITEM NO CLIN Number 1020 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS INDEPENDENCE (LCS 2) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| EXECUTION PLANNING FOR LCS 2 FY16 SRA(d) | | | | | |
| TARGET COST | | | | | (b)(4) |
| TARGET FEE | | | | | |
| TOTAL TGT COST + FEE | | | | | |
| ACRN | | | | | |

CLIN Number Established for funding purposes only
102001

ACRN AA

CLIN Number Established for funding purposes only
102002

For Incentive Fee
ACRN AA

| ITEM NO CLIN Number 1021 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|-------------------|--------|
|-----------------------------------|-------------------|--------|

| | | |
|--------|---|--------|
| OPTION | EXECUTION PLANNING FOR LCS 2 FY16 SRA(d) AWARD FEE ONLY FOR ITEM 1020 SEE NOTES A, B, C & E | (b)(4) |
|--------|---|--------|

| ITEM NO CLIN Number 1025 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009
 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF
 USS INDEPENDENCE (LCS 2) FY16 DRY DOCKING CNO SCHEDULED
 AVAILABILITY
 SEE NOTES A, B, C, D, E & H
 ACCOMPLISH LCS 2 FY16 SRA(d)

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

ACRN

| ITEM NO CLIN Number 1026 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|-------------------|--------|
|-----------------------------------|-------------------|--------|

| | | |
|--------|---|--------|
| OPTION | ACCOMPLISH LCS 2 FY16 SRA(d) AWARD FEE ONLY FOR ITEM 1025 SEE NOTES A, B, C & E | (b)(4) |
|--------|---|--------|

| ITEM NO CLIN Number 1030 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS FORT WORTH (LCS 3) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| EXECUTION PLANNING FOR LCS 3 FY16 SRA(d) | | | | | |
| TARGET COST | | | | | (b)(4) |
| TARGET FEE | | | | | |
| TOTAL TGT COST + FEE | | | | | |
| ACRN | | | | | |

CLIN Number Established for funding purposes only
103001

ACRN AA

CLIN Number Established for funding purposes only
103002

For Incentive Fee
ACRN AA

| ITEM NO CLIN Number 1031 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | EXECUTION PLANNING FOR LCS 3 FY16 SRA(d) AWARD FEE ONLY FOR ITEM 1030 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1035 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT |
|-----------------------------------|---|----------|-------------|----------------------|--------|
| | PURCHASE REQUEST NUMBER: N0002413NR63009 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS FORT WORTH (LCS 3) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY SEE NOTES A, B, C, D, E & H ACCOMPLISH LCS 3 FY 16 SRA(d) | | | | (b)(4) |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1036 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|--|--------|
| OPTION | ACCOMPLISH LCS 3 FY 16 SRA(d) AWARD FEE ONLY FOR ITEM 1035 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1040 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS CORONADO (LCS 4) FY17 DRY DOCKING CNO SCHEDULED AVAILABILITY | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| EXECUTION PLANNING FOR LCS 4 FY17 SRA(d) | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1041 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | EXECUTION PLANNING FOR LCS 4 FY17 SRA(d) AWARD FEE ONLY FOR ITEM 1040 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1045 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS CORONADO (LCS 4) FY17 DRY DOCKING CNO SCHEDULED AVAILABILITY | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| ACCOMPLISH LCS 4 FY17 SRA(d) | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1046 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | ACCOMPLISH LCS 4 FY17 SRA(d) | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 1045 | |
| | SEE NOTES A, B, C & E | |

| ITEM NO CLIN Number 1050 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---|----------|-------------|----------------------|------------------|
| | PURCHASE REQUEST NUMBER: N0002413NR63009 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS FREEDOM (LCS 1) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY SEE NOTES A, B, C, D, E & H EXECUTION PLANNING FOR LCS 1 FY18 DSRA | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1051 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | EXECUTION PLANNING FOR LCS 1 FY18 DSRA AWARD FEE ONLY FOR ITEM 1050 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1055 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|--|----------|-------------|----------------------|------------------|
| | PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | |
| | ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS FREEDOM (LCS 1) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY | | | | |
| | SEE NOTES A, B, C, D, E & H | | | | |
| | ACCOMPLISH LCS 1 FY18 DSRA | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1056 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | ACCOMPLISH LCS 1 FY18 DSRA | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 1055 | |
| | SEE NOTES A, B, C & E | |

| ITEM NO CLIN Number | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---------------------------|--|----------|-------------|----------------------|------------------|
| 1060 | PURCHASE REQUEST NUMBER: N0002413NR63009 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS INDEPENDENCE (LCS 2) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY SEE NOTES A, B, C, D, E & H EXECUTION PLANNING FOR LCS 2 FY18 DSRA | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number | SUPPLIES/SERVICES | AMOUNT |
|---------------------------|---|--------|
| 1061 | | |
| OPTION | EXECUTION PLANNING FOR LCS 2 FY18 DSRA AWARD FEE ONLY FOR ITEM 1060 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1070 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---|----------|-------------|----------------------|------------------|
| | ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS MILWAUKEE (LCS 5) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY SEE NOTES A, B, C, D, E & H EXECUTION PLANNING FOR LCS 5 FY18 SRA(d) | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1071 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | EXECUTION PLANNING FOR LCS 5 FY18 SRA(d) AWARD FEE ONLY FOR ITEM 1070 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1080 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---|----------|-------------|----------------------|------------------|
| | ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS JACKSON (LCS 6) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY SEE NOTES A, B, C, D, E & H EXECUTION PLANNING FOR LCS 6 FY18 SRA(d) | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1081 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | EXECUTION PLANNING FOR LCS 6 FY18 SRA(d) AWARD FEE ONLY FOR ITEM 1080 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1140 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|--|----------|-------------|----------------------|------------------|
| | ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY SEE NOTES A, B, C, D, E & H EXECUTION PLANNING LCS TBD FY15-18 | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1141 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | EXECUTION PLANNING LCS TBD FY15-18 AWARD FEE ONLY FOR ITEM 1150 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1145 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE |
|-----------------------------------|---------------------------|----------|-------------|------------|
|-----------------------------------|---------------------------|----------|-------------|------------|

(b)(4)

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF
USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY

SEE NOTES A, B, C, D, E & H

ACCOMPLISH LCS TBD FY15-18

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 1146 | SUPPLIES/SERVICES |
|-----------------------------------|-------------------|
|-----------------------------------|-------------------|

AMOUNT

| | |
|--------|---|
| OPTION | ACCOMPLISH LCS TBD FY15-18 AWARD FEE ONLY FOR ITEM 1145 SEE NOTES A, B, C & E |
|--------|---|

(b)(4)

| ITEM NO CLIN Number 1150 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| EXECUTION PLANNING LCS TBD FY15-18 | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1151 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | EXECUTION PLANNING LCS TBD FY15-18 AWARD FEE ONLY FOR ITEM 1150 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1155 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|--|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| ACCOMPLISH LCS TBD FY15-18 | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | (b)(4) |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1156 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | ACCOMPLISH LCS TBD FY15-18 AWARD FEE ONLY FOR ITEM 1155 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT |
|---------------------------|--|----------|-------------|----------------------|--------|
| 1160 | PURCHASE REQUEST NUMBER: N0002413NR63009 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY SEE NOTES A, B, C, D, E & H EXECUTION PLANNING LCS TBD FY15-18 | | | | (b)(4) |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number | SUPPLIES/SERVICES | AMOUNT |
|---------------------------|---|--------|
| 1161 | | |
| OPTION | EXECUTION PLANNING LCS TBD FY15-18 AWARD FEE ONLY FOR ITEM 1160 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 1165 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|--|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| ACCOMPLISH LCS TBD FY15-18 | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | (b)(4) |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 1166 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | ACCOMPLISH LCS TBD FY15-18 AWARD FEE ONLY FOR ITEM 1165 SEE NOTES A, B, C & E | (b)(4) |

| ITEM NO CLIN Number 2010 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---|----------|-------------|----------------------|------------------|
| | PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | |
| | ACCOMPLISH SHIP ASSESSMENTS FOR USS FREEDOM (LCS 1) IN FY15-18 | | | | |
| | SEE NOTES A, B, C, D & F | | | | |
| | SHIP ASSESSMENTS | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 2011 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | SHIP ASSESSMENTS | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 2010 | |
| | SEE NOTES A, B, C & F | |

| ITEM NO CLIN Number 2020 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|--|----------|-------------|----------------------|------------------|
| | PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | |
| | ACCOMPLISH SHIP ASSESSMENTS FOR USS INDEPENDENCE (LCS 2) | | | | |
| | IN FY15-18 | | | | |
| | SEE NOTES A, B, C, D & F | | | | |
| | SHIP ASSESSMENTS | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 2021 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | SHIP ASSESSMENTS | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 2020 | |
| | SEE NOTES A, B, C & F | |

| ITEM NO CLIN Number 2030 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT |
|-----------------------------------|--|----------|-------------|----------------------|--------|
| | | | | | (b)(4) |
| | PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | |
| | ACCOMPLISH SHIP ASSESSMENTS FOR USS FORT WORTH (LCS 3) IN FY15-18 | | | | |
| | SEE NOTES A, B, C, D & F | | | | |
| | SHIP ASSESSMENTS | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 2031 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | SHIP ASSESSMENTS | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 2030 | |
| | SEE NOTES A, B, C & F | |

| ITEM NO CLIN Number 2040 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

SHIP ASSESSMENTS FOR USS CORONADO (LCS 4) IN FY15-18

SEE NOTES A, B, C, D & F

SHIP ASSESSMENTS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 2041 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | SHIP ASSESSMENTS AWARD FEE ONLY FOR ITEM 2040 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 2050 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH SHIP ASSESSMENTS FOR USS MILWAUKEE (LCS 5) IN FY15-18 | | | | | |
| SEE NOTES A, B, C, D & F | | | | | |
| SHIP ASSESSMENTS | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 2051 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|-------------------|--------|
| OPTION | SHIP ASSESSMENTS | (b)(4) |
| AWARD FEE ONLY FOR ITEM 2050 | | |
| SEE NOTES A, B, C & F | | |

| ITEM NO CLIN Number 2060 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH SHIP ASSESSMENTS FOR USS JACKSON (LCS 6) IN FY15-18 | | | | | |
| SEE NOTES A, B, C, D & F | | | | | |
| SHIP ASSESSMENTS | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 2061 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | SHIP ASSESSMENTS | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 2060 | |
| | SEE NOTES A, B, C & F | |

| ITEM NO CLIN Number 2070 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH SHIP ASSESSMENTS FOR USS DETROIT (LCS 7) IN FY15-18 | | | | | |
| SEE NOTES A, B, C, D & F | | | | | |
| SHIP ASSESSMENTS | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 2071 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | SHIP ASSESSMENTS | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 2070 | |
| | SEE NOTES A, B, C & F | |

| ITEM NO CLIN Number 2080 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|--|----------|-------------|----------------------|------------------|
| | PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | |
| | ACCOMPLISH SHIP ASSESSMENTS FOR USS MONTGOMERY (LCS 8) | | | | |
| | IN FY15-18 | | | | |
| | SEE NOTES A, B, C, D & F | | | | |
| | SHIP ASSESSMENTS | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 2081 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | SHIP ASSESSMENTS | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 2080 | |
| | SEE NOTES A, B, C & F | |

| ITEM NO CLIN Number 2100 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH SHIP ASSESSMENTS FOR USS GABRIELLE GIFFORDS (LCS 10) IN FY15-18 | | | | | |
| SEE NOTES A, B, C, D & F | | | | | |
| SHIP ASSESSMENTS | | | | | |
| TARGET COST | | | | | (b)(4) |
| TARGET FEE | | | | | |
| TOTAL TGT COST + FEE | | | | | |
| ACRN | | | | | |

| ITEM NO CLIN Number 2101 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | SHIP ASSESSMENTS | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 2100 | |
| | SEE NOTES A, B, C & F | |

| ITEM NO CLIN Number 2120 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|--|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH SHIP ASSESSMENTS FOR USS OMAHAS(LCS 12) IN FY15-18 | | | | | |
| SEE NOTES A, B, C, D & F | | | | | |
| SHIP ASSESSMENTS | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 2121 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|------------------------------|--------|
| OPTION | SHIP ASSESSMENTS | (b)(4) |
| | AWARD FEE ONLY FOR ITEM 2120 | |
| | SEE NOTES A, B, C & F | |

| ITEM NO CLIN Number 2140 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH SHIP ASSESSMENTS FOR USS MANCHESTER (LCS 14)
IN FY15-18

SEE NOTES A, B, C, D & F

SHIP ASSESSMENTS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 2141 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | SHIP ASSESSMENTS AWARD FEE ONLY FOR ITEM 2140 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 2160 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE |
|-----------------------------------|---------------------------|----------|-------------|------------|
|-----------------------------------|---------------------------|----------|-------------|------------|

(b)(4)

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH SHIP ASSESSMENTS FOR USS TULSA (LCS 16) IN FY15-18

SEE NOTES A, B, C, D & F

SHIP ASSESSMENTS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 2161 | SUPPLIES/SERVICES |
|-----------------------------------|-------------------|
|-----------------------------------|-------------------|

AMOUNT

| OPTION | SHIP ASSESSMENTS |
|--------|------------------------------|
| | AWARD FEE ONLY FOR ITEM 2160 |
| | SEE NOTES A, B, C & F |

(b)(4)

| ITEM NO CLIN Number 2180 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|--|----------|-------------|---|------------------|
| | ACCOMPLISH SHIP ASSESSMENTS FOR USS TBD (LCS TBD) IN FY15-18 SEE NOTES A, B, C, D & F SHIP ASSESSMENTS | | | TARGET COST TARGET FEE TOTAL TGT COST + FEE | (b)(4) |
| ACRN | | | | | |

| ITEM NO CLIN Number 2181 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | SHIP ASSESSMENTS AWARD FEE ONLY FOR ITEM 2180 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 2200 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|--|----------|-------------|---|------------------|
| | ACCOMPLISH SHIP ASSESSMENTS FOR USS TBD (LCS TBD) IN FY15-18 SEE NOTES A, B, C, D & F SHIP ASSESSMENTS | | | TARGET COST TARGET FEE TOTAL TGT COST + FEE | (b)(4) |
| ACRN | | | | | |

| ITEM NO CLIN Number 2201 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | SHIP ASSESSMENTS AWARD FEE ONLY FOR ITEM 2200 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 2220 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|--|----------|-------------|---|------------------|
| | ACCOMPLISH SHIP ASSESSMENTS FOR USS TBD (LCS TBD) IN FY15-18 SEE NOTES A, B, C, D & F SHIP ASSESSMENTS | | | TARGET COST TARGET FEE TOTAL TGT COST + FEE | (b)(4) |
| ACRN | | | | | |

| ITEM NO CLIN Number 2221 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | SHIP ASSESSMENTS AWARD FEE ONLY FOR ITEM 2220 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3010 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS
MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS
BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS FREEDOM
(LCS 1) IN FY15-18

SEE NOTES A, B, C, D, E & H

RPRS/ALTS FOR LCS 1 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

ACRN

| ITEM NO CLIN Number 3011 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | RPRS/ALTS FOR LCS 1 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3010 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3020 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS
MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS
BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS
INDEPENDENCE (LCS 2) IN FY15-18

SEE NOTES A, B, C, D, E & H

RPRS/ALTS FOR LCS 2 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

ACRN

| ITEM NO CLIN Number 3021 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | RPRS/ALTS FOR LCS 2 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3020 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3030 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|--|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS FORT WORTH (LCS 3) IN FY15-18 | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| RPRS/ALTS FOR LCS 3 BETWEEN CNO AVAILS | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 3031 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | RPRS/ALTS FOR LCS 3 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3030 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3040 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS
MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS
BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS CORONADO
(LCS 4) IN FY15-18

SEE NOTES A, B, C, D, E & H

RPRS/ALTS FOR LCS 4 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

ACRN

| ITEM NO CLIN Number 3041 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | RPRS/ALTS FOR LCS 4 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3040 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3050 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE |
|-----------------------------------|---------------------------|----------|-------------|------------|
|-----------------------------------|---------------------------|----------|-------------|------------|

(b)(4)

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS
 MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS
 BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS MILWAUKEE
 (LCS 5) IN FY15-18

SEE NOTES A, B, C, D, E & H

RPRS/ALTS FOR LCS 5 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 3051 | SUPPLIES/SERVICES |
|-----------------------------------|-------------------|
|-----------------------------------|-------------------|

AMOUNT

| | |
|--------|---|
| OPTION | RPRS/ALTS FOR LCS 5 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3050 SEE NOTES A, B, C & F |
|--------|---|

(b)(4)

| ITEM NO CLIN Number 3060 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS JACKSON (LCS 6) IN FY15-18 | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| RPRS/ALTS FOR LCS 6 BETWEEN CNO AVAILS | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 3061 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | RPRS/ALTS FOR LCS 6 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3060 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3070 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS
MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS
BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS DETROIT
(LCS 7) IN FY15-18

SEE NOTES A, B, C, D, E & H

RPRS/ALTS FOR LCS 7 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

ACRN

| ITEM NO CLIN Number 3071 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | RPRS/ALTS FOR LCS 7 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3070 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3080 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS
MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS
BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS
MONTGOMERY (LCS 8) IN FY15-18

SEE NOTES A, B, C, D, E & H

RPRS/ALTS FOR LCS 8 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 3081 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|---|--------|
| OPTION | RPRS/ALTS FOR LCS 8 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3080 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3100 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS
MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS
BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS GABRIELLE
GIFFORDS (LCS 10) IN FY15-18

SEE NOTES A, B, C, D, E & H

RPRS/ALTS FOR LCS 10 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 3101 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|--|--------|
| OPTION | RPRS/ALTS FOR LCS 10 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3100 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3120 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE |
|-----------------------------------|---------------------------|----------|-------------|------------|
|-----------------------------------|---------------------------|----------|-------------|------------|

(b)(4)

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS
 MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS
 BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS OMAHA (LCS
 12) IN FY15-18

SEE NOTES A, B, C, D, E & H

RPRS/ALTS FOR LCS 12 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 3121 | SUPPLIES/SERVICES |
|-----------------------------------|-------------------|
|-----------------------------------|-------------------|

AMOUNT

| | |
|--------|--|
| OPTION | RPRS/ALTS FOR LCS 12 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3120 SEE NOTES A, B, C & F |
|--------|--|

(b)(4)

| ITEM NO CLIN Number 3140 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|
|-----------------------------------|---------------------------|----------|-------------|------------|------------------|

PURCHASE REQUEST NUMBER: N0002413NR63009

ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS
MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS
BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS
MANCHESTER (LCS 14) IN FY15-18

SEE NOTES A, B, C, D, E & H

RPRS/ALTS FOR LCS 14 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 3141 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|--|--------|
| OPTION | RPRS/ALTS FOR LCS 14 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3140 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3160 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE |
|---|---------------------------|----------|-------------|------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS TULSA (LCS 16) IN FY15-18 SEE NOTES A, B, C, D, E & H | | | | |

(b)(4)

RPRS/ALTS FOR LCS 16 BETWEEN CNO AVAILS

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

(b)(4)

ACRN

| ITEM NO CLIN Number 3161 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|--|--------|
| OPTION | RPRS/ALTS FOR LCS 16 BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3160 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---------------------------|--|----------|-------------|----------------------|------------------|
| 3180 | ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS TBD (LCS TBD) IN FY15-18 SEE NOTES A, B, C, D, E & H RPRS/ALTS FOR LCS TBD BETWEEN CNO AVAILS | | | | (b)(4) |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number | SUPPLIES/SERVICES | AMOUNT |
|---------------------------|---|--------|
| 3181 | | |
| OPTION | RPRS/ALTS FOR LCS TBD BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3180 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO CLIN Number 3200 | SUPPLIES/SERVICES CPIF | QUANTITY | UNIT Lot | UNIT PRICE | AMOUNT (b)(4) |
|---|---------------------------|----------|-------------|----------------------|------------------|
| PURCHASE REQUEST NUMBER: N0002413NR63009 | | | | | |
| ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS TBD (LCS TBD) IN FY15-18 | | | | | |
| SEE NOTES A, B, C, D, E & H | | | | | |
| RPRS/ALTS FOR LCS TBD BETWEEN CNO AVAIL | | | | | |
| | | | | TARGET COST | (b)(4) |
| | | | | TARGET FEE | |
| | | | | TOTAL TGT COST + FEE | |
| ACRN | | | | | |

| ITEM NO CLIN Number 3201 | SUPPLIES/SERVICES | AMOUNT |
|-----------------------------------|--|--------|
| OPTION | RPRS/ALTS FOR LCS TBD BETWEEN CNO AVAIL AWARD FEE ONLY FOR ITEM 3200 SEE NOTES A, B, C & F | (b)(4) |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|-------------------|----------|------|------------|--------|
| CLIN Number 3220 | CPIF | | Lot | | (b)(4) |
| <p>ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS BETWEEN CNO SCHEDULED AVAILABILITIES FOR USS TBD (LCS TBD) IN FY15-18</p> <p>SEE NOTES A, B, C, D, E & H</p> | | | | | |
| <p>RPRS/ALTS FOR LCS TBD BETWEEN CNO AVAILS</p> | | | | | |
| TARGET COST | | | | | (b)(4) |
| TARGET FEE | | | | | |
| TOTAL TGT COST + FEE | | | | | |
| ACRN | | | | | |

| ITEM NO | SUPPLIES/SERVICES | AMOUNT |
|------------------------|---|--------|
| CLIN Number 3221 | | |
| OPTION | RPRS/ALTS FOR LCS TBD BETWEEN CNO AVAILS AWARD FEE ONLY FOR ITEM 3220 SEE NOTES A, B, C & F | (b)(4) |

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| CLIN Number | RESERVED |
| 4000 | |

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| CLIN Number 4001 | RESERVED |
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| CLIN Number 4002 | RESERVED |
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| CLIN Number 4003 | RESERVED |
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| CLIN Number 4004 | RESERVED |
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| CLIN Number 4005 | RESERVED |
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| CLIN Number 4006 | RESERVED |
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| CLIN Number 4007 | RESERVED |
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| CLIN Number 4008 | RESERVED |
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| CLIN Number 4009 | RESERVED |
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| CLIN Number 4010 | RESERVED |
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| CLIN Number 4011 | RESERVED |
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| CLIN Number 4012 | RESERVED |
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| CLIN Number 4013 | RESERVED |
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| CLIN Number 4014 | RESERVED |
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| CLIN Number 4015 | RESERVED |
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| CLIN Number 4016 | RESERVED |
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| CLIN Number 4017 | RESERVED |
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| CLIN Number 4018 | RESERVED |
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| CLIN Number 4019 | RESERVED |
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| CLIN Number 4020 | RESERVED |
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| CLIN Number 4021 | RESERVED |
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| CLIN Number 4022 | RESERVED |
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| CLIN Number 4023 | RESERVED |
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| CLIN Number 4024 | RESERVED |
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| CLIN Number 4025 | RESERVED |
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| CLIN Number 4026 | RESERVED |
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| CLIN Number 4027 | RESERVED |
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| CLIN Number 4028 | RESERVED |
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| CLIN Number 4029 | RESERVED |
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| CLIN Number 4030 | RESERVED |
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| CLIN Number 4031 | RESERVED |
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SECTION B RESERVED CLINS**RESERVED CLINS TO ACCOMPLISH ASSESSMENTS (SEE NOTES A, B, C, D, F & G)**

| | <u>Reserved CLINs</u> |
|---------------------------------|-----------------------|
| USS FREEDOM (LCS 1) | 2012 - 2019 |
| USS INDEPENDENCE (LCS 2) | 2022 - 2029 |
| USS FORT WORTH (LCS 3) | 2032 – 2039 |
| USS CORONADO (LCS 4) | 2042 - 2049 |
| USS MILWAUKEE (LCS 5) | 2052 - 2059 |
| USS JACKSON (LCS 6) | 2062 - 2069 |
| USS DETROIT (LCS 7) | 2072 - 2079 |
| USS MONTGOMERY (LCS 8) | 2082 - 2089 |
| USS GABRIELLE GIFFORDS (LCS 10) | 2102 - 2109 |
| USS OMAHA (LCS 12) | 2122 - 2129 |
| USS MANCHESTER (LCS 14) | 2142 - 2149 |
| USS TUSLA (LCS 16) | 2162 - 2169 |
| USS TBD (LCS TBD) | 2182 - 2189 |
| USS TBD (LCS TBD) | 2202 - 2209 |
| USS TBD (LCS TBD) | 2222 - 2229 |

RESERVED CLINS TO ACCOMPLISH NON-SCHEDULED REPAIR AND ALTERATION REQUIREMENTS (SEE NOTES A, B, C, D, E & G)

| | <u>Reserved CLINs</u> |
|---------------------------------|-----------------------|
| USS FREEDOM (LCS 1) | 3012- 3019 |
| USS INDEPENDENCE (LCS 2) | 3022 - 3029 |
| USS FORT WORTH (LCS 3) | 3032 - 3039 |
| USS CORONADO (LCS 4) | 3042 - 3049 |
| USS MILWAUKEE (LCS 5) | 3052 - 3059 |
| USS JACKSON (LCS 6) | 3062 - 3069 |
| USS DETROIT (LCS 7) | 3072 - 3079 |
| USS MONTGOMERY (LCS 8) | 3082 - 3089 |
| USS GABRIELLE GIFFORDS (LCS 10) | 3102 - 3109 |
| USS OMAHA (LCS 12) | 3122 - 3129 |
| USS MANCHESTER (LCS 14) | 3142 – 3149 |
| USS TUSLA (LCS 16) | 3162 – 3169 |
| USS TBD (LCS TBD) | 3182 - 3189 |
| USS TBD (LCS TBD) | 3202 – 3209 |
| USS TBD (LCS TBD) | 3222 – 3229 |

NOTE A – EXERCISE OF OPTIONS

By written notice to the Contractor, the Contracting Officer may exercise, if at all, any of the Option Items identified in Section B and require the Contractor to provide, within the performance period specified in Section F, the work described in Section C for such Option (s) at the estimated cost and fee set forth in Section B prior to Option exercise. The Option(s) may be exercised after the Contractor's receipt of the Specification Work Package in accordance with the procedures stated in Section C, but in any event, the Option(s) shall be exercised, if at all, within

the time frames listed in FAR clause 52.217-7 in Section I of this contract. Contract Line Items will be priced prior to Option exercise.

NOTE B – GOVERNMENT RIGHT TO NOT EXERCISE FUTURE OPTIONS

Whether to exercise an option is solely within the Government's discretion. However, part of the Government's decision to exercise an option or options may be based on how well, in the Government's determination, the Contractor has been performing the contract. The Government reserves the right to not exercise future option(s) if, among other reasons:

Contractor's **Management & Technical** Award Fee-based Performance Rating scores are evaluated as:

“Yellow” for any availability within the first year of contract performance

“Green” for any availability within the second year of contract performance

“Purple” for any availability within the third year of contract performance

Contractor's **Cost** Performance:

Final Cost, excluding growth reservation, exceeds Target Cost by more than 8%, within the first year of contract performance

Final Cost, excluding growth reservation, exceeds Target Cost by more than 6%, within the second year of contract performance

Final Cost, excluding growth reservation, exceeds Target Cost by more than 4%, within the third year of contract performance

Contractor's **Schedule** Performance:

In first year of contract performance, up to 2 missed major milestones and the possibility of impacting the contract completion date

In second year of contract performance, Ship Delivery on schedule, but integration of Ship's Force, Ship Intermediate Maintenance Activity (SIMA) and Alteration Installation Team (AIT) work packages had impact to major milestones and/or incorporation of authorized changes had impact to minor milestones

In third year of contract performance, all contractual dates met, but integration of Ship's Force, Regional Maintenance Center (RMC), and AIT work packages had impact to minor milestones and/or incorporation of authorized changes after the 25% point had impact to minor milestones

NOTE C – PLACE OF PERFORMANCE

All work under this contract is to be performed as follows:

CNO Scheduled availability work will be performed at the Contractor's facility at the assigned homeport in San Diego, CA unless otherwise stipulated in the work package.

For continuous maintenance periods including emergent type work and interim availabilities, work may be performed OCONUS, at the Contractor's or Government facility within the ship's homeport in San Diego, CA, or as determined by the ACO.

Administrative And Engineering Support Services (AESS) functions may be performed at the Contractor's facility, at various Government activities, or onboard vessels, in accordance with specification work items.

For Planned Maintenance (PM), Facilities Maintenance (FM) including Corrosion Control, In-Service Engineering Agent (ISEA) and Ship Assessments, work may be performed at either the Contractor's or Government facility within the ship's homeport in San Diego, CA, or as determined by the ACO.

Travel will include CONUS and OCONUS for Fly-Away Teams.

NOTE D – COST OF MONEY FOR FACILITIES CAPITAL

The Cost of Money for Facilities Capital is not a fee-bearing cost under this contract. However, such amount is included in the Total Estimated Cost for purpose of the “LIMITATION OF COST” clause of this contract.

NOTE E – INSTRUCTIONS FOR PROPOSING FEE FOR EXECUTION PLANNING AND REPAIR AND ALTERATION REQUIREMENTS, PLANNED MAINTENANCE (CLINs 0100 - 0125)

Offerors shall propose a fee of nine percent (9.0%) of the proposed CLIN/Sub-CLIN cost, which includes four percent (4.0%) award fee and five percent (5.0%) incentive fee, as stated in the clause “DETERMINATION OF FEE” (note that the overall proposed fee of 9.0% is not the same as the maximum overall fee of 11.0%, the difference being 2% between the target cost incentive fee of 4.00% and the maximum cost incentive fee of 6.0%). The Government will NOT permit the “tiering” of profit or fee on any subcontract. The Government will NOT permit any “profit-on-profit” or “fee-on-fee” on any subcontract. The only exception to this requirement is a subcontractor awarded a fixed price contract in a competitive environment where cost and pricing data was not available. Subcontractors shall propose fee of no more than 9.0%.

NOTE F – INSTRUCTIONS FOR PROPOSING FEE FOR ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES (AESS) (CLINs 0300 through 0325), FACILITY MAINTENANCE (CLIN 0200 ONLY), IN-SERVICE ENGINEERING AGENT (ISEA) (CLINs 0400 through 0425), AND SHIP ASSESSMENT (CLINs 2010 through 2221)

Offerors shall propose a fee of nine percent (9.0%) of the proposed CLIN/Sub-CLIN cost, which includes five percent (5.0%) award fee and four percent (4.0%) incentive fee, as stated in the clause “DETERMINATION OF FEE” (note that the overall proposed fee of nine percent (9.0%) is not the same as the maximum overall fee of eleven percent (11.0%), the difference being two point zero percent (2.0%) between the target cost incentive fee of four percent (4.0%) and the maximum cost incentive fee of six percent (6.0%). The Government will NOT permit the “tiering” of profit or fee on any subcontract. The Government will NOT permit any “profit-on-profit” or “fee-on-fee” on any subcontract. The only exception to this requirement is a subcontractor awarded a fixed price contract in a competitive environment where cost and pricing data was not available. Subcontractors shall propose fee of no more than 9.0%.

NOTE G – TRAVEL COSTS

Travel costs are non fee-bearing costs under this contract. ¹The Contractor shall obtain prior written approval by the ACO per trip occurrence. Travel shall be funded under CLIN 0700. All estimated and incurred travel costs shall be in accordance with FAR 31.205-46.

¹ This is applicable to the Prime contractor and all subcontractors.

NOTE H – INSTRUCTIONS FOR PROPOSING FEE FOR PROVISIONED ITEM ORDERS

For ordering material in support of CLINs 0100-0220, 0600, 1020-1166, and 3010-3221, see Section C Provisioned Items Order (PIO) (NAVSEA) (NOV 1996). The fixed fee in any orders placed in this section shall be no greater than (TBD%)* of the total estimated cost for ordering materials.

*Fee percentage to be negotiated by the ordering officer upon placement of the order, however shall be no more than a maximum of 6%.

B-1 - DETERMINATION OF FEE

(Applicable to all CLINs except for 0210-0220, 0500, 0600, and 0700)

FEE DEFINED:

Fee payable under this contract shall be evaluated in two (2) Phases. Phase I will evaluate incentive and award fees. Phase II will evaluate Small Business Contracting performance. The award fee evaluation will be based on the Contractor's performance in the areas of Management and Technical.

The incentive fee evaluation for Execution Planning, Repair and Alteration Requirements, and Planned Maintenance (NOTE E) will be determined based on the Contractor's performance in the areas of Schedule and Cost. The maximum fee payable under this contract (including both the incentive and award fees) shall not exceed eleven percent (11.0%) and the minimum fee payable shall be zero percent (0.0%). Fee will be split between incentive fee and award fee as follows: Incentive Fee maximum is seven percent (7.0%) broken down as 6.0% maximum for cost and one percent (1.0%) for schedule. Award Fee maximum is four percent (4.0%). There will be no roll-over of any unearned fees.

The incentive fee evaluation for Administrative And Engineering Support Services (AESS) and Ship Assessment , Facilities Maintenance (FM) (CLIN 0200 only), and In-Service Engineering Agent (ISEA) (NOTE F) will be determined based on the Contractor's performance in the area of Cost. The maximum fee payable under this contract (including both the incentive and award fees) shall not exceed eleven percent (11.0%) and the minimum fee payable shall be zero percent (0.0%). For AESS, Ship Assessment, Facilities Maintenance (CLIN 0200 and 0205 only), and In-Service Engineering Agent the maximum fee will be split between incentive fee and award fee as follows: Incentive Fee maximum for the cost incentive is six percent (6.0%) Award Fee maximum is five percent (5.0%). There will be no roll-over of any unearned fees.

PHASE I: AWARD AND INCENTIVE FEE

AWARD FEE:

The Contractor may earn an Award Fee for performance in the Management and Technical areas as determined by the Fee Determining Official (FDO). The Government's purpose in granting an award fee is to encourage and reward superior Contractor effort directed toward performance in the Management and Technical areas of this contract. The specifics for evaluation are set forth in the following paragraphs:

A. Award Fee Evaluation Period: An Award Fee Evaluation Period shall be established on a semi-annual basis, tentatively every six months beginning at contract award.

B. In the event of discontinuance of the work, the Award Fee otherwise payable shall be determined in accordance with the clause of the Special Contract Requirements entitled "AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE."

C. Award Fee Process: The Contractor's performance will be evaluated in two categories: Management and Technical. Specific Award Fee Pool values will be made available by the ACO after award and/or exercise of option(s), provided that, in accordance with DFARS 216.405-2(1), in any annual contract period, a minimum of 40% of the potential Award Fee available for the full contract year shall be allocated to the award fee pool for the final evaluation period, defined as the last evaluation period within each one-year period.

1. Scope of Work Evaluated:

- a. The Award Fee Evaluation will include AESS (CLINs 0300 – 0325), Ship Assessment (CLINs 2010 - 2221), Facility Maintenance (FM) including corrosion control (CLIN 0200 and 0205 Only), and In-Service Engineering Agent (CLINs 0400 – 0425) requirements.
- b. It will also include execution planning, repair and alteration (CLINs 1020 - 1166 and 3010 - 3221) and Planned Maintenance (CLIN 0100 - 0125) work completed within the Award Fee Evaluation Period.
 - i. Execution, planning, repair and alteration CLINS will be considered completed sixty (60) days following completion of the work for each specific CLIN.

2. Evaluation Categories and Factors: The Contractor's performance during each Award Fee Evaluation Period will be evaluated in the following areas:

- a. Management (60%)
- b. Technical Performance (40%)

The Contractor will be notified of changes in the evaluation categories and factors as well as any adjustments to the weighing of categories, if any, prior to commencement of each evaluation period. Unsatisfactory performance under an award fee criterion may result in an increased weight for that factor in subsequent evaluation periods.

3. Award Fee Evaluation Board (AFEB): The Contractor's performance for Award Fee Evaluation Periods will be conducted by an AFEB consisting of five voting members but not more than eight:

- Chairperson (Regional Maintenance Center (RMC) Code 100 or designated representative)
- Administrative Contracting Officer (RMC Code 400 or designated representative)
- Procuring Contracting Officer (SEA 0243 or designated Representative)
- Type Commander (TYCOM) Representative
- PMS 505A Representative
- RMC Code 300 (Waterfront Ops)
- LCSRON N43
- Recorder (RMC Representative, Non-voting)

4. Fee Determining Official (FDO): The FDO, PMS 505 Ship Program Manager or Deputy Program Manager, shall make determinations of the award fee due to the Contractor based upon the performance evaluation conducted by the AFEB established pursuant to paragraph 2 above.

5. Award Fee Determination and Reclama Procedures:

- a. Within sixty (60) working days after the end of each evaluation period under the contract, the Contractor shall furnish to the AFEB such information as may be reasonably required, including a statement of cost incurred, to assist the AFEB in evaluating the Contractor's performance during that evaluation period.

- b. Within ninety (90) calendar days after the end of each evaluation period under the contract, the AFEB shall meet to assess and derive an evaluated Award Fee earned for that period as determined by reports submitted by the contractor as well as Government agents.
 - c. Within three (3) working days after the AFEB meeting, the AFEB shall prepare the performance evaluation letter and present it to the FDO. A copy will be provided to the Contractor upon transmittal to the FDO.
 - d. Within five (5) working days from receipt of the copy of the performance evaluation letter, the Contractor may submit to the FDO any comments with respect thereto. In support of his comments, the Contractor may furnish a written description of his performance during the period under consideration. This description shall clearly identify specific evaluation categories, factors and elements, and the Contractor's own rating thereof.
 - e. Within five (5) working days from the receipt of the Contractor evaluation comments, the FDO shall provide the Administrative Contracting Officer (ACO) a final performance evaluation and determination of the award fee.
 - f. Within five (5) working days from receipt of the final determination, the ACO shall notify the Contractor in writing of that final determination and issue a unilateral modification to the contract to provide for the award fee.
6. Finality of Fee Determining Official's Determination: Determinations of the FDO with respect to the amount of the award fee to be paid to the Contractor are unilateral decisions made solely at the discretion of the Government.
7. Award Fee Computation:
- a. Within sixty (60) working days after the end of each Award Fee Evaluation Period under the contract, the Contractor shall furnish to the AFEB such information as may be reasonably required, including a statement of cost incurred, to assist the AFEB in evaluating the Contractor's performance during that evaluation period.
 - b. The AFEB may use any information, Contractor deliverables, or other materials available to evaluate the Contractor in the categories of Management and Technical, as illustrated herein. The categories will have appropriate weights assigned, which were established, prior to start of the Award Fee Evaluation Period.
 - c. The AFEB shall determine through the use of information, Contractor deliverables, or other materials, specific adjective grade to be assigned for each category as follows:
 - (i) Dark Blue (Exceptional)
 - (ii) Purple (Very Good)
 - (iii) Green (Satisfactory)
 - (iv) Yellow (Marginal)
 - (v) Red (Unsatisfactory)
 - d. The AFEB shall determine and assign a numerical score within each adjective category.
 - e. A weighted average will be computed by multiplying the numerical score assigned within each adjective category by the weight assigned to the specific overall category. The weighted average for each of the two categories will be summed to derive a numerical Performance Rating which will represent the overall rating for award fee calculation.

f. The actual amount of award fee will be calculated in accordance with the Performance Rating section below, in addition to the Management and Technical charts that follow.

(i) Performance Ratings: The following performance ratings are derived from Table 16-1 under FAR 16.401:

| Adjective Rating | Numerical Score | Description |
|--------------------------|--------------------|--|
| DARK BLUE (Excellent) | 100-91 | Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. |
| PURPLE (Very Good) | 90-76 | Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. |
| GREEN (Good) | 75-51 | Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. |
| YELLOW (Satisfactory) | No Greater than 50 | Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. |
| RED (Unsatisfactory) | 49-0 | Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. |

(ii) Award Fee Determination: For numerical scores 71-100, the Award Fee earned by the contractor for each evaluation period shall be calculated as follows:

Award Fee = Numerical score (expressed as a percentage with a maximum of 100%) X Award Fee Pool for that period

For numerical scores 50-70, the award fee earned by the contractor will be 50% of the Award Fee Pool for that period.

Note: A performance rating of 49 or below is deemed unsatisfactory. The contractor is not entitled to any award fee for a rating of 50 or below.

| <i>MANAGEMENT (60%)</i> | | | | |
|----------------------------|--------------|----------------------------|----------------------------|----------------------------|
| DARK BLUE | PURPLE | GREEN | YELLOW | RED |
| 100-91 | 90-76 | 75-51 | No Greater than 50 | 49-0 |
| CONTRACTOR'S MANAGEMENT | CONTRACTOR'S | CONTRACTOR'S MANAGEMENT | CONTRACTOR'S MANAGEMENT | CONTRACTOR'S MANAGEMENT |

| SYSTEM | MANAGEMENT SYSTEM | SYSTEM | SYSTEM | SYSTEM |
|--|--|---|--|--|
| <i>Management System Effectiveness</i> | <i>Management System Effectiveness</i> | <i>Management System Effectiveness</i> | <i>Management System Effectiveness</i> | <i>Management System Effectiveness</i> |
| Contractor's management system demonstrates a policy of total corporate commitment from the deck plate supervision up through upper management. It is evident that the management is effective in development and implementation of process improvements as seen through products such as execution planning and production efforts. The proactive management approach facilitates a totally coordinated and integrated production effort across the full spectrum of government and contractor entities. Contractor management (deck plate & above) is proactive, continually implementing process improvements and enhancing customer relations. Upper management is actively involved in management of the availability, efficiently coordinating all | Contractor's management system actively engages in continuous process improvements throughout the organization as evidenced by products such as execution planning and production efforts. Management fosters a cooperative customer service program that anticipates and identifies the needs of Ship's Force and other Government activities (subs, AIT, SIMA and Ship's force). Contractor integrates ship's work, training and habitability requirements into the overall production plan, maximizing efficiencies and maintaining schedule and cost. The Contractor is effective in coordinating all production work/efforts (subs, AIT, Government Activities and Ship's Force). | Contractor's management system delivers effective planning and production actions that result in on time completion. The management system is effective in utilizing lessons learned to identify and preclude adverse incidents that place personnel at risk, damage government property, impact schedule, cost or quality. Management is responsive to availability fluctuation and incorporates ship's force and other government activity requirements. The contractor manages schedules and tracks all availability activities, identifying problems and coordinating resolutions while maintaining schedule. | Management has not demonstrated effective planning and production actions resulting in adverse impact to cost and/or schedule. Govt. intervention is required to prevent adverse incidents that place personnel at risk, damage government property, impact schedule, cost or quality. Contractor failed to successfully incorporate lessons learned, which resulted in repetitive adverse conditions. Customers are not satisfied with the results of management's decisions. All production efforts are not effectively coordinated. | Management system does not work effectively, requiring Govt. intervention to prevent avoidable incidents such as violations of quality and safety requirements. Systems do not provide adequate response to changes in work scope, operational or crew training requirements, and have major impact to schedule or cost. Customers are dissatisfied with many processes. Subcontractors and all other production efforts (AIT, SIMA and ship's force) are not coordinated. Contractor fails to preclude avoidable incidents such as fire, flooding or serious personal injury. (Examples include but are not limited to tag out violations, failure to maintain fire watches or docking incidents. Safety violations are of extreme importance). |

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| production efforts. | | | | |
| Contractor management provided timely notification of excess funds by the 50-60% point in the avail. | Contractor management provided timely notification of excess funds by the 60-75% point in the avail. | Contractor management provided notification of excess funds by the 75-90% point in the avail. | Contractor management provided notification of excess funds by end of the avail. | Contractor management provided no notification of excess funds. |
| Contractor management ensured average turnaround time for pricing growth was within 3 days and settled cost to proposed cost ratio was 95% or greater. | Contractor management ensured average turnaround time for pricing growth was within 5 days and settled cost to proposed cost ratio was 90% or greater. | Contractor management ensured average turnaround time for pricing growth was within 10 days and settled cost to proposed cost ratio was 90% or greater. | Contractor management allowed average turnaround time for pricing growth to exceed 10 days. | Contractor management allowed average turnaround time for pricing growth to exceed 15 days. |
| Contractor management ensured EAC/BAC ratio remained within + or – 5% for the last 25% of the avail. | Contractor management provided final EAC/BAC Ratio by the end of the avail. | Contractor management did not provide final EAC/BAC Ratio until after the end of the avail. | Contractor management poorly implemented and or communicated projections based on their cost control management system. | Contractor management did not implement or communicate projections based on their cost control management system. |
| Contractor integrated ship's force, RMC, and AIT work packages with NO impact to any milestones. Highly effective communication, coordination and information sharing between Alteration Installation Teams (AITs), OEMs, government agencies, Planning Yard (PY), Prime contractor, each original building | Contractor integrated ship's force, RMC, and AIT work packages with NO impact to major milestones and minimal impact to minor milestones. Effective communication, coordination and information sharing between Alteration Installation Teams (AITs), OEMs, government agencies, Planning Yard (PY), Prime | Contractor integrated ship's force, RMC, and AIT work packages with NO impact to major milestones. Routine communication, coordination and information sharing between Alteration Installation Teams (AITs), OEMs, government agencies, Planning Yard (PY), Prime contractor, each original building yard (MMC and Austal), and its | Coordination plan is not sufficient, or planned schedules were impacted. Manages to communication, coordination and information sharing between Alteration Installation Teams (AITs), OEMs, government agencies, Planning Yard (PY), Prime contractor, each original building yard (MMC and Austal), and its significant subcontractors. | No coordination plan existed. Does not manage to communication, coordination and information sharing between Alteration Installation Teams (AITs), OEMs, government agencies, Planning Yard (PY), Prime contractor, each original building yard (MMC and Austal), and its significant subcontractors. |

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| yard (MMC and Austal), and its significant subcontractors. | contractor, each original building yard (MMC and Austal), and its significant subcontractors. | significant subcontractors. | | |
| All Change Order Pricing Agreements (COPA)s submitted provided detailed estimates with trade and subcontractor breakdowns. | Cost proposals provided details facilitating negotiation, including subcontractor supporting documents and complied with cost or pricing data submission requirements of FAR 52.512-21. | Contractor complied with cost or pricing data submission requirements of FAR 52-512-21 without additional detail supporting negotiations. | No trade or subcontractor breakdown submitted with pricing. | Justification provided for costs were inadequate. |
| Production schedule was submitted IAW NAVSEA Std Item 009-60 with significant issues highlighted and updated accurately as they occurred. | Scheduling system established and submitted IAW NAVSEA Std Item 009-60 with no discrepancies. | Scheduling system established and submitted IAW NAVSEA Std Item 009-60 with minor discrepancies. Planned activities supported contract milestones. | Scheduling system not sufficient to integrate planned activities from multiple maintenance providers. Progress updates were inaccurate or late. | No scheduling system maintained, and or no progress updates provided. |
| In assessing the Contractor's management, evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors. | In assessing the Contractor's management, evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors. | In assessing the Contractor's management, evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors. | In assessing the Contractor's management, evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors. | In assessing the Contractor's management, evaluators will consider, among other things, facts applicable to technical, schedule, and cost subfactors. |
| The Contractor utilized the DoD Supply System to the fullest extent possible while considering the cost and schedule goals. Over time, did the number of Demand | The Contractor utilized the DoD Supply System for 90% of material while achieving cost and schedule goals. Over time, did the number of Demand Only Transactions | The Contractor utilized the DoD Supply System for 80% of material while achieving cost and schedule goals. Over time, the number of Demand Only Transactions | The Contractor utilized the DoD Supply System for only 70% of the material availability and the submittal of Demand Transaction increased. The material received | The Contractor utilized the DoD Supply System for only 60% of the material availability. The submittal of Demand Only Transactions had a significant increase. |

| | | | | |
|--|---|--|---|---|
| Only Transactions reduce? The Contractor helped the Navy's endeavor to maximize the use of the DoD Supply System and reduce Total Ownership Cost (TOC). | reduce? The Contractor helped the Navy's endeavor to maximize the use of the DoD Supply System and reduce Total Ownership Cost (TOC). | remains the same? The material received had some minor issues but were resolved | sometimes does not meet engineering specifications. | There were numerous material issues that affected cost and schedule as well as not meeting engineering specifications. |
| The Contractor creates large reductions in Total Ownership Cost by proactively integrating planned maintenance, WAF/Tag Out, OEM efforts, management of special tools and new Force Revisions into every availability. The Contractor proactively applies PM lessons learned to create efficiencies and large reductions in man-hour expenditures. | The Contractor creates moderate reductions in Total Ownership Cost by proactively integrating planned maintenance, WAF/Tag Out, OEM efforts, management of special tools and new Force Revisions into every availability. The Contractor effectively applies PM lessons learned to create efficiencies and moderate reductions in man-hour expenditures | The Contractor reduces Total Ownership Cost by routinely integrating planned maintenance, WAF/Tag Out, OEM efforts, management of special tools and new Force Revisions into every availability. The Contractor routinely applies PM lessons learned to create efficiencies to reduce man-hour expenditures. | The Contractor reduces Total Ownership Cost by integrating planned maintenance, WAF/Tag Out, OEM efforts, management of special tools and new Force Revisions into most availabilities. The Contractor applies PM lessons learned to create efficiencies to reduce man-hour expenditures. | The Contractor creates only a small or no reduction in Total Ownership Cost by integrating planned maintenance, WAF/Tag Out, OEM efforts, management of special tools and new Force Revisions into availabilities. The Contractor does not effectively apply PM lessons learned to create efficiencies to reduce man-hour expenditures. |
| The contractor proactively optimizes the Fly Away Team composition to maximize performance of maintenance at locations away from home port while minimizing travel expenses. | The contractor effectively optimizes the Fly Away Team composition to maximize performance of maintenance at locations away from home port while minimizing travel expenses. | The contractor routinely optimizes the Fly Away Team composition to maximize performance of maintenance at locations away from home port while minimizing travel expenses. | The contractor optimizes the Fly Away Team composition maximize performance of maintenance at locations away from home port while minimizing travel expenses. | The contractor does not or does little to optimize the Fly Away Team composition to maximize performance of maintenance at locations away from home port and/or expends excessive and unnecessary travel funds. |
| The contractor proactively ensures all PM material, parts and tools are on station to support planned PM work package and nearly eliminates all checks deferred as a result | The contractor effectively ensures all PM material, parts and tools are on station to support planned PM work package and eliminates most checks deferred as a | The contractor routinely ensures PM material, parts and tools are on station to support planned PM work package nearly eliminates checks deferred as a result | The contractor ensures PM material, parts and tools are on station to support planned PM work package and eliminates some checks deferred as a result of lack of | The contractor does not or does little to ensure PM material, parts and tools are on station to support planned PM work package and/or defers an excessive number of checks as |

| of lack of required materials, parts and tools. | result of lack of required materials, parts and tools. | of lack of required materials, parts and tools. | required materials, parts and tools. | a result of lack of required materials, parts and tools. |
|--|---|--|---|---|
| The contractor maintains an extremely effective Petroleum/Oil/Lubricant (POL), PMS material, and tool control program that keeps expenses on these items to an absolute minimum beyond that required to purchase items consumed or worn out by usage. Tools and material quantities are optimized at each worksite to maximize efficiency without unnecessary duplication creating storage problems or shortages causing work to be delayed or deferred as a result of a lack of material, parts or tools on hand. | The contractor maintains a good Petroleum/Oil/Lubricant (POL), PMS material, and tool control program that keeps expenses on these items to a minimum beyond that required to purchase items consumed or worn out by usage. Tools and material quantities are nearly optimized at each worksite to maximize efficiency without unnecessary duplication creating storage problems or shortages causing work to be delayed or deferred as a result of a lack of material, parts or tools on hand. | The contractor maintains the Petroleum/Oil/Lubricant (POL), PMS material, and tool control program with little government intervention. Tools and material quantities are managed effectively at each worksite to prevent unnecessary duplication or shortages causing work to be delayed or deferred as a result of a lack of material, parts or tools on hand. | The contractor requires government assistance to maintain the contractor's Petroleum/Oil/Lubricant (POL), PMS material, and tool control program and has trouble keeping expenses on these items to a minimum beyond that required to purchase items consumed or worn out by usage. Tools and material quantities are not optimized at each worksite but do not cause excessive costs to be incurred. | The contractor fails to maintain an effective Petroleum/Oil/Lubricant (POL), PMS material, and tool control program. This includes one or more of the following: Repeated reorders well beyond those required to complete the work; significant losses; excessive storage requirements; or significant work stoppages and/or deferrals caused by a failure to manage materials, parts or tools. |
| <ul style="list-style-type: none"> – Were contractor actions and decisions in keeping with the Navy desire to reduce cost/time of maintenance? – Were contractor recommendations focused on efficiency as well as effectiveness, including use of lean mfr. Process? – Did contractor demonstrate effective application of lessons learned to improve performance and efficiency? – Did the customer's housekeeping expectations exceed the requirements in NAVSE Std. Items, resulting in additional cost? – The contractor's overall approach to the program is reflected in all other areas of CPARS. Without effective, proactive management the scores in CPARS categories would be directly affected. – Has the contractor demonstrated an overall improvement in performance (avail to avail) vice just during one discreet award fee period? – Has the contractor demonstrated reduction in Total Ownership Cost (TOC)/cost savings through the use of process improvement initiatives? – Did the contractor use the DoD Supply System as the first source of material required? | | | | |

| <i>TECHNICAL (40%)</i> | | | | |
|------------------------|---------------|--------------|---------------|------------|
| DARK BLUE | PURPLE | GREEN | YELLOW | RED |

| 100-91 | 90-76 | 75-51 | No Greater than 50 | 49-0 |
|--|--|--|---|---|
| CONTRACTOR'S TECHNICAL PERFORMANCE | CONTRACTOR'S TECHNICAL PERFORMANCE | CONTRACTOR'S TECHNICAL PERFORMANCE | CONTRACTOR'S TECHNICAL PERFORMANCE | CONTRACTOR'S TECHNICAL PERFORMANCE |
| <i>Technical</i> | <i>Technical</i> | <i>Technical</i> | <i>Technical</i> | <i>Technical</i> |
| Reports, execution planning products, procedures and data requirements were comprehensive, accurate and timely. Reports effectively identified all potential problem areas. | Timely submittals of all reports, execution planning products, procedures and data requirements with no major deficiencies. | Reports, execution planning products, procedures and data requirements submitted on time with minor deficiencies. Corrected reports reissued satisfactorily and promptly. | Reports, execution planning products, procedures and data requirements were submitted late with both minor and major deficiencies. Little or no communication with the Government regarding performance on the contract. Very slow response to contract issues. | Reports were submitted significantly late, or not at all, with major deficiencies. Many major deficiencies with no effort to meet contractual commitments. |
| All disturbed systems were fully operational at contract completion. Ship's force was able to operate all equipment as designed. No Casualty Reports (CasReps) submitted on contractor work. Superior assistance to meet ship's force needs during the availability (i.e. temp A/C, power, ventilation). | Noted discrepancies were minor and did not affect system integrity. Excellent work-around to support ship's force during repair availability. | Repair in accordance with work item specifications completed on time and met repair requirements with minor discrepancies. | Many discrepancies requiring ship's force to modify standard operating configurations. Two or more CasReps, on systems worked by the contractor, were issued by ship's force. Corrective actions have not been identified or appear only marginally effective. | Contractor unresponsive to provided technical direction resulting in significant cost overruns or schedule slippage. Ship unable to meet scheduled commitments due to faulty systems/equipment specified for repairs by the contractor. |
| No contractor - responsible material issues affecting production schedules. Few minor issues were communicated and quickly resolved without impact to availability end date and internal milestones. | No contractor-responsible material issues affecting production schedules. Few minor issues were communicated and quickly resolved without impact to availability end date. | Material correctly inventoried, stored and tracked during availability. The few issues noted were properly disclosed and corrective actions were taken to avoid re-occurrence. | Material correctly inventoried, stored and tracked during availability. Significant issues were noted and extra effort was required to correct. | No apparent safeguards for material in place. Numerous items lost, damaged, or unaccounted for. No ability to track material and no effort to return unused material. |

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| Comprehensive quality assurance program utilized. Quadrennial Defense Review (QDR) average response time was 2 days or less and the greater majority provided acceptable responses. | Comprehensive QA program utilized. QDR response time was, on average, within 3 days of issuance. | QA program successfully utilized with only minor faults. QDR response time was, on average, within 5 days of issuance. | QA program is insufficient as noted by significant quality issues affecting various systems or components. | Contractor not in compliance with their own QA Program |
| The contractor provided repair recommendations that saved the government significant money and/or time. | The contractor provided repair recommendations that saved the government money and/or time. | The contractor provided repair recommendations that were effective for the problems encountered and were effectively implemented. | The contractor provided repair recommendations that did not adequately address the problems encountered or were not effectively implemented. Slow response to provided technical information or failure to identify faulty information in a timely fashion resulted in cost overruns and missed milestones. | The contractor did not provide repair recommendations, but relied on the government to solve production problems. Not able to meet contractual requirements. Serious problems for which the corrective actions were ineffective. |
| On numerous occasions, the contractor provided timely feedback to LCSRON to reduce/eliminate incorrect Maintenance Requirement (MR) checks or suggest improvements for the benefit of the Navy. | Sometimes, the contractor provided timely feedback to LCSRON to reduce/eliminate incorrect Maintenance Requirement (MR) checks or suggest improvements for the benefit of the Navy. | When pressed, the contractor provided timely feedback to LCSRON to reduce/eliminate incorrect Maintenance Requirement (MR) checks. All suggested improvements did benefit the Navy. | Rarely, the contractor provided feedback to LCSRON to reduce/eliminate incorrect Maintenance Requirement (MR) checks. Suggested improvements sometimes benefited the Navy. | The contractor did not provide feedback to LCSRON to reduce/eliminate incorrect Maintenance Requirement (MR) checks or suggest improvements for the benefit of the Navy. |
| The contractor followed the LCS Tag Out Procedures and used the most current version of the MR card based on the current NAVSEALOGCEN Force Revision (FR). The contractor | The contractor followed the LCS Tag Out Procedures and used the most current version of the MR card based on the current NAVSEALOGCEN Force Revision (FR). The contractor | The contractor followed the LCS Tag Out Procedures and used the most current version of the MR card based on the current NAVSEALOGCEN Force Revision (FR). The contractor | The contractor followed the LCS Tag Out Procedures and sometimes does not use the most current version of the MR card based on the current NAVSEALOGCEN Force Revision (FR) | The Contractor does follow the LCS Tag Out Procedures. The Contractor does not use the most current MR Card based on spot checks. The Contractor has |

| | | | | |
|---|--|---|--|---|
| recorded PMS completion daily and only reported complete when the PMS checks were satisfied. Contractor achieved a PMS Accomplishment Rate (PAR) of between 100-96% monthly. | recorded PMS completion daily and only reported complete when the PMS checks were satisfied. Contractor achieved a PMS Accomplishment Rate (PAR) of between 95-91% monthly. | recorded PMS completion daily and only reported complete when the PMS checks were satisfied. Contractor achieved a PMS Accomplishment Rate (PAR) of between 90-85% monthly | based on spot checks performed The contractor recorded PMS completion sometimes only once a week and only reported complete when the PMS checks were satisfied. Contractor achieved a PMS Accomplishment Rate (PAR) of between 90-85% monthly | reported PMS complete when they were not. The PMS Accomplishment Rate (PAR) is low than 85% monthly. |
| The contractor proactively optimizes all scheduling of CM and PM to minimize time that equipment is out of service for maintenance. | The contractor effectively optimizes all scheduling of CM and PM to minimize time that equipment is out of service for maintenance. | The contractor routinely optimizes most scheduling of CM and PM to minimize time that equipment is out of service for maintenance. | The contractor optimizes some scheduling of CM and PM to minimize time that equipment is out of service for maintenance. | The contractor does not or does little to optimize scheduling of CM and PM to minimize time that equipment is out of service for maintenance and/or routinely causes unnecessary equipment downtime by failing to do so. |
| The contractor proactively trains and certifies technicians to conduct PM actions correctly and efficiently and reduces the number of “shadow hours” and hours spend on duplication of effort during OJT to near zero. | The contractor effectively trains and certifies technicians to conduct PM actions correctly and efficiently and reduces the number of “shadow hours” and hours spend on duplication of effort during OJT by a very large amount over the previous PMS cycle. | The contractor routinely trains and certifies technicians to conduct PM actions correctly and efficiently and reduces the number of “shadow hours” and hours spend on duplication of effort during OJT by a significant amount over the previous PMS cycle. | The contractor verb trains and certifies technicians to conduct PM actions correctly and efficiently and reduces the number of “shadow hours” and hours spend on duplication of effort during OJT by a small amount over the previous cycle. | The contractor does not or does little to effectively train and certify technicians to conduct PM actions correctly and/or causes an increase in the number of “shadow hours” and/or increase in the number of hours spend on duplication of effort during OJT. |
| <ul style="list-style-type: none"> – Did contractor utilize any innovative processes that benefited the Government? – How well did the contractor deliver on the original specification package? – How well did the contractor use economic workarounds to avoid missed milestones and/or rework caused by inadequate technical documentation? – Did the contractor perform PMS in a timely fashion and ensure the work was not “gundecked”. – Did the contractor ensure the correct version of the Maintenance Requirement Card (MRC) was used and Equipment Tag Out procedures followed? | | | | |

D. Deviation: The Fee Determining Official (FDO) may deviate from the award fee derivation method described above to address unique considerations, or circumstances, not otherwise incorporated in this clause. Such unique considerations, or circumstances, must be documented and relevant to the applicable Award Fee Evaluation Period under consideration.

INCENTIVE FEE:

The Government shall pay the Contractor an Incentive Fee determined as provided in this contract (FAR 52.216-10 Incentive Fee (March 1997)).

A. Incentive Fee Process:

1. Cost Incentive (**Applicable to all CLINs except CLINs 0210 - 0220, 0500, 0600, and 0700**):

a. Cost Incentive Fee Parameters:

- (i). Target Cost: As used in this contract, is the estimated cost of this contract as initially negotiated or adjusted in accordance with paragraph (c) of this clause.
- (ii). Target Fee: As used in this contract, equals four percent (4.0%) and represents the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the Target Cost or adjusted in accordance with paragraph (c) of this clause.
- (iii). Maximum Cost Incentive Fee: The Maximum Cost Incentive Fee payable shall not exceed six percent (6.0%).
- (iv). Minimum Cost Incentive Fee: The Minimum Cost Incentive Fee payable shall be zero percent (0.0%).

b. Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

c. Equitable Adjustments: When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the Target Cost is authorized under any other clause, equitable adjustments in the Target Cost, Target Fee, Minimum Fee, and Maximum Fee, as appropriate, shall be stated in a supplemental agreement to this contract.

d. Cost Incentive Fee Payable: The Cost Incentive Fee payable under this contract shall be the Target Fee increased by fifty (50) cents for every dollar that the total allowable cost is less than the Target

Cost or decreased by fifty (50) cents for every dollar that the total allowable cost exceeds the Target Cost. In no event shall the Cost Incentive Fee be greater than six (6.0%) percent of Target Cost. Minimum Fee is zero percent (0.0%).

e. The fee shall be subject to adjustment, to the extent provided in paragraph (c) of this clause, and within the minimum and maximum fee limitations in above paragraphs (iii) and (iv) of this clause, when the total allowable cost is increased or decreased as a consequence of:

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

f. If this contract is terminated in its entirety, the portion of the Target Fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

g. For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of:

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

h. All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (1), unless otherwise specifically provided in this contract.

2. Schedule Incentive for execution planning, repair and alteration requirements (CLINs 1020 – 1166 and 3010 – 3221) and Planned Maintenance (CLINs 0100 - 0125): The contractor shall be compensated for completing work on or before negotiated milestone completion dates.

a. Schedule Incentive Fee Computation: The total amount of the Schedule Incentive Fee is one percent (1.0%) of the target cost negotiated at the time the option is invoked. The fee will be weighted by the RMC among the milestones chosen as incentives for work to be performed. The contractor shall earn the Schedule Incentive Fee if the work associated with each milestone is completed on or prior to the

associated milestone date and verified by the local RMC after onsite review of the completed work. The contractor shall be paid this fee, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, together with a copy of the unilateral modification to the contract authorizing payment of the fee. The contractor's invoice must cite the appropriate accounting data in order for payment to be effected.

b. Schedule Milestones: The milestones, descriptions, amounts and dates for Milestones/Key Events will be established, by the Government, at the time work to be performed is definitized, negotiated and invoked. For CLIN 1010, the Government will establish milestones forty-five (45) days after contract award.

c. Potential Milestones/Key Events (not all inclusive):

- Docking
- Undocking
- Crew Move Aboard
- Combat Systems Testing
- Production Completion Date
- Sea Trials
- Completion Date
- Dock Trial
- Fast Cruise

d. Equitable Adjustments: When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the Target Cost is authorized under any other clause, equitable adjustments in the Milestone completion dates, as appropriate, shall be stated in a supplemental agreement to this contract.

E. Contract modification: The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

F. Inconsistencies: In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

PHASE II: SMALL BUSINESS SUBCONTRACTING PERFORMANCE

Phase II evaluates the extent to which the Contractor meets or does not meet the 40% small business subcontracting requirement described in Section H clause, "Small Business Subcontracting Requirement." Phase II covers the Contractor's subcontracting performance over a range of all repair and alteration work, to give the Contractor flexibility in meeting the Small Business Subcontracting requirement. The Phase II evaluation may result in an adjustment to the total evaluated fee (award and incentive) calculated in Phase I.

A. Phase II Evaluation Process:

1. The Contractor's effectiveness in subcontracting to small businesses will be evaluated. For the purposes of this contract, the small business subcontracting requirement is that the Prime Contractor subcontract to small businesses, either directly or indirectly, over the course of all scheduled availabilities and inter-availability work completed within an overall Fee Evaluation Period to the extent that subcontracting averages forty percent (40%) of direct costs related to production work for CLINs associated with scheduled availabilities and inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance), excluding OCONUS work, completed within the evaluation period, minus the cost of any

directed subcontracts and execution planning efforts, not including indirect costs. The prime contractor will not need to subcontract CLINs 0100 - 0125. Additionally:

- a. The forty percent (40%) subcontracting requirement may be met at any subcontracting tier.
- b. The Government will not permit the “tiering” of profit or fee on any large or small business subcontract.
- c. The Government will not permit any “profit-on-profit” or “fee-on-fee” on any subcontract held by a large or small business.
- d. Prime contractors shall not include fee from any large or small business subcontractor, including but not limited to Government-directed large or small business subcontractors, Original Equipment Manufacturers (OEMs), and Technical Representatives in their fee bearing costs. The only exception to this requirement is a subcontractor awarded a fixed price contract in a competitive environment where cost and pricing data was not available.
- e. Purchase orders to a subcontractor for work, which has not been performed, or for equipment ordered but not received, will not be considered for the purpose of meeting small business subcontracting requirements for award fee consideration.
- f. "Open commitments" (e.g., material/equipment ordered but not received, services ordered but not performed) will not be considered during a Phase II evaluation just because a purchase order was issued during the Fee Evaluation Period. Material/equipment or services will only be considered once the equipment/material is received or the work is performed during the Fee Evaluation Period.

2. Fee Adjustment Computation: The Government will evaluate actual performance for the Fee Evaluation Period using the information in paragraphs (a) and (b) below reported by the Contractor in accordance with Contract Data Requirements List (CDRL) Data Item A012 and applying the formula in paragraph (c) below.

- a. Direct costs related to production work for all scheduled availability and inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance) completed within the Fee Evaluation Period, minus the cost of any directed subcontracts and execution planning efforts, not including indirect costs will be determined.
- b. Total dollars, with corresponding percentages of direct costs described above, subcontracted for all scheduled availability and inter-availability work during the Fee Evaluation Period will be determined for the following:
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns;
 - (vi) Women-owned small business, and
 - (vii) Historically Black colleges and universities and minority institutions.
- c. Divide (b) by (a) to compute a percentage of subcontracted work for all scheduled availability and inter-availability work (e.g., $\$1,600,000/\$4,000,000 = .40 \times 100 = 40.0\%$).

3. For each Fee Evaluation Period, the evaluated Award and Incentive Fees calculated in accordance with “PHASE I: AWARD AND INCENTIVE FEE” of this clause, may be adjusted to reflect the Contractor’s performance in subcontracting to small businesses for the Phase II evaluation. The Contractor’s performance will be evaluated as follows:

- a. No adjustment will be made to the total evaluated fee (incentive and award fees) calculated in Phase I of the Incentive/Award Fee Evaluation Period if the Contractor meets its small business subcontracting requirement for the Phase II evaluation.
- b. If the Contractor does not meet the small business subcontracting requirement for the Phase II evaluation of the Incentive/Award Fee Evaluation Period, then the amount of the total evaluated fee (incentive and award) calculated in the Phase I evaluation will be adjusted as set forth in the schedule below:

| Actual Subcontracting Performance | Subcontracting Performance Incentive |
|--|---|
| Meet requirement of 40.0% | 100% of the evaluated fee calculated in Phase I |
| 38.0% to 39.9% | Loss of 2.0% of the evaluated fee calculated in Phase I |
| 36.0% to 37.9% | Loss of 4.0% of the evaluated fee calculated in Phase I |
| 34.0% to 35.9% | Loss of 8.0% of the evaluated fee calculated in Phase I |
| 32.0% to 33.9% | Loss of 16.0% of the evaluated fee calculated in Phase I |
| 30.0% to 31.9% | Loss of 24.0% of the evaluated fee calculated in Phase I |
| 28.0% to 29.9% | Loss of 40.0% of the evaluated fee calculated in Phase I |
| 26.0% to 27.9% | Loss of 56.0% of the evaluated fee calculated in Phase I |
| 24.0% to 25.9% | Loss of 64.0% of the evaluated fee calculated in Phase I |
| 22.0% to 23.9% | Loss of 72.0% of the evaluated fee calculated in Phase I |
| 20.0% to 21.9% | Loss of 80.0% of the evaluated fee calculated in Phase I |
| 18.0% to 19.9% | Loss of 88.0% of the evaluated fee calculated in Phase I |
| 16.0% to 17.9% | Loss of 96.0% of the evaluated fee calculated in Phase I |
| Less than 16.0% | Loss of 100.0% of the evaluated fee calculated in Phase I |

NOTE: FEE EVALUATION PERIODS WILL BE PROMULGATED FOLLOWING CONTRACT AWARD.

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EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term “residual dollar amount” shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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LIMITATIONS ON INDIRECT COST RATES (NAVSEA) (OCT 1990)

- (a) Pursuant to FAR 42.707, an indirect cost rate ceiling is incorporated into the contract. "Indirect cost" is defined as set forth at FAR 31.001 and 31.203. "Indirect cost rate" is defined as set forth at FAR 42.701.
- (b) Notwithstanding the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), the allowable indirect cost under this contract shall be obtained by applying limitations on indirect cost rates to bases agreed upon by the parties, as specified below.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with FAR Subpart 31.2 in effect on the date of this contract, as limited by the indirect cost rates established by this requirement.
- (d) For the first three Contractor fiscal years, the indirect cost rates contained in the Contractor's accepted contract proposal shall be incorporated into the contract schedule as limitations on indirect cost rates for each Contractor fiscal year of contract performance. The bases to which the indirect cost rates apply shall be those contained in the Contractor's accepted contract proposal and hereby, incorporated into the contract schedule, in accordance with the Contractor's accounting system upon which its proposal was based.
- (e) After the first three Contractor fiscal years, the Contracting Officer and Contractor shall negotiate the limitations on indirect cost rates for subsequent Contractor fiscal years (unless the parties agree to a different period) and execute a written indirect cost rate limitation agreement setting forth the results. The agreement shall specify (1) the agreed-upon indirect cost rates, (2) the bases to which the rates apply, (3) the fiscal year (unless the parties agree to a different period) for which the rate applies, and (4) the specific items treated as direct costs or any change in the items previously agreed to be direct costs. The agreement is incorporated into this contract upon execution.
- (f) Pending establishment of indirect cost rates for any subsequent Contractor fiscal year (or other period agreed to by the parties), the Contractor shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the Contracting Officer, subject to appropriate adjustment when the final indirect cost rates for that period are established.
- (g) The Government will not be obligated to pay any additional amount should any final indirect cost rates for any Contractor fiscal year (or for any different period agreed to by the parties) after the first three fiscal years) of contract performance exceed the indirect rates incorporated into the contract schedule. In the event any of the Contractor's final indirect cost rates are less than the indirect cost rates incorporated into the contract schedule, the incorporated rates shall be reduced to conform with the lower rates.
- (h) The limitations on indirect cost rate shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. If facilities capital cost of money is proposed as an allowable cost, the rates proposed shall be subject to the limitations imposed by this requirement.
- (i) The limitations on the indirect cost rate shall apply to all work performed under the contract, and to all change orders and supplemental agreements, including changes due to growth, supplemental, emergent and new work.
- (j) Notwithstanding any of the terms of this requirement, should the Contractor initiate a change to its accounting systems which would alter the composition of any overhead base or pool effected by this requirement, the Contracting Officer and Contractor shall negotiate to determine the rate ceilings to be applied to the new overhead pools, provided that no agreement shall be made which would increase the costs paid by the United States under this contract.
- (k) The limitation on indirect cost rates specified in the Contractor's cost proposal shall be the rates used to compute the costs in the Contractor's cost proposal upon which the award is based.

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PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to four percent (4.0%) for the cost incentive and one percent (1.0%) for the schedule incentive (based on completions as determined by the RMC ACO) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

(a) For the purpose of paragraph (c) of the "PROGRESS PAYMENTS" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "TECHNICAL DATA--WITHHOLDING OF PAYMENT" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "LIMITATION ON WITHHOLDING OF PAYMENTS (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0017 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

CLAUSES INCORPORATED BY FULL TEXT

TRAVEL COSTS (NAVSEA) (MAY 1993)

- (a) The Contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for Contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the Contractor's facility for performance of contract work.
- (b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.
- (c) This requirement pertains only to payments for travel time before or after these workers' regular shifts, and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.
- (d) Additionally, the Contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting Contractor or subcontractor personnel between the Contractor's facility (or subcontractor's facility), and any other worksite to perform Phased Maintenance Availabilities (PMAs)/Drydocking Phased Maintenance Availabilities (DPMAs). Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the Contractor on behalf of the work force.

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST/FIXED PRICE) (FEB 1997)

This contract includes the following mixture of cost reimbursement and fixed price line items:

| <u>Item</u> | <u>Type</u> |
|---|-------------|
| 0210-0220, and 0600 | FFP |
| 0100-0125, 0200, 0205, 0300-0325, 0400-0425, 1020-1166, 2010-2221 and 3010-3221 | CPAF/CPIF |
| 0700 | COST |

Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION

PART 1 – STATEMENT OF WORK

A. The Contractor, under the direction of Naval Sea Systems Command and the Southwest Regional Maintenance Center (SWRMC), and as an independent Contractor and not an agent of the Government, shall furnish the material, support (electrical, crane, rigging, etc.) and facilities (except those furnished by the Government under express provisions of this contract) necessary for the accomplishment of the work identified in this contract for the Littoral Combat Ship (LCS) Class. Note: “LCS Class” includes both the LCS 1 (Freedom) and 2 (Independence) variants.

B. The Contractor must have access to docking facilities during the entire performance period of this contract. This contract is for LCS Class ships homeported in San Diego, CA or those visiting San Diego. The docking facility must be within 75 miles of the San Diego homeport and inside the contiguous United States, in accordance with the NAVSEA Ship Depot Maintenance Solicitation Policy. The contract will include all work for the LCS Class ships homeported in San Diego, CA and will include work CONUS and OCONUS.

C. The sustainment of the individual LCS ships will begin upon the completion of Crew Move Aboard unless directed otherwise by the Government.

D. This contract is intended to provide the Navy scheduling flexibility in the execution of the maintenance and modernization of west-coast based LCS Class ships. Schedule changes will occur and the contractor will be expected to accommodate them within the scope and terms of this contract. Any additional costs incurred due to schedule changes are subject to the CHANGES clause.

Authorization to proceed with all work will be provided by the ACO and subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE, as applicable.

E. The Contractor shall use DoD Supply systems as the first source(s) to identify and procure material. The contractor shall determine if material supports the requisite timeframe(s) to successfully execute the performance of work, as defined in this contract, to meet cost and schedule goals.

The Contractor shall record all usage demand data including material procured outside the DoD supply system, during the period of performance of this contract. Demand data shall be provided monthly to Naval Supply Systems Command (NAVSUP) Weapon Systems Support and the Defense Logistics Agency (DLA) in an approved format in accordance with CDRLs.

F. The Contractor shall coordinate with the Planning Yard (PY) for class design, specifications, material identification, and material ordering. This coordination shall include all material management issues such as obsolescence; and Command, Control, Communications, Computer, Combat Systems and Intelligence (C5I)/Software Support Activities’ installations.

G. The Contractor shall document configuration impacts affecting maintenance/modernization actions. The Contractor must be report changes through the RMC Program Manager or the Government Designated Representative (Rep) and PY Rep. The Contractor shall provide maintenance availability planning and support to include the following:

- (1) Source, kit, and stage material to support maintenance activity. Develop a long lead material items list for each item in a Work Package to include Contractor Furnished Material (CFM) and Government Furnished Material (GFM) for work items.

- (2) The Contractor shall order required materials and inspect, receive and fabricate material into kit form, including Contractor and Government furnished material. All kits shall be reviewed for readiness by the

Contractor and stored until commencement of maintenance availability. The Contractor is to provide regular status of all material kitted for a maintenance availability up through the start of the availability.

(3) Manage inventory levels and the replenishment of LCS unique shore-based inventory used during the execution of Contractor performed maintenance. Use of onboard spares by Contractor shall be limited to emergent, unplanned high priority maintenance requirements and shall require the permission of the ship's Commanding Officer and the LCSRON. The Contractor shall replenish onboard spares 48 hours prior to any deployment.

H. The Contractor shall provide Objective Quality Evidence (OQE) as required. This could include Qualification Cards, Equipment Calibration, Drydock Certification, Weigh tests for crane/rigging equipment and ISO-9000 certification, and personnel certifications and training details prior to the beginning of PMS/maintenance/repairs.

I. The Contractor shall enter data into Navy Modernization Database (NMD) or use a system that interfaces with NMD. Request for Contract Changes (RCCs) and Condition Found Report (CFRs) shall utilize NMD computer system with web interface to identify, review, sign, and assign tasks.

J. The Contractor shall maintain liaison with the Navy as necessary to expedite resolution of potential or actual problems or issues and assist in the resolution of related issues. Therefore, the contractor shall use the Liaison Inquiry (LI) to PMS 501/505 IAW NSTS 9090-100A and Corrective Action Report (CAR) to SWRMC IAW NAVSEA/Supervisor of Shipbuilding Quality Assurance Procedure No. OP 7.5.2.5 and PMS 505 to report nonconformities as appropriate for the point in each ship's lifecycle.

K. The Contractor shall use the Electronic Departure from Specifications (E-DFS) for non-conformance to engineering requirements. E-DFS shall be filled out in accordance with guidelines defined by the JFMM QA12 Form.

L. The Contractor shall submit a fiscal year funding phasing plan 30 days after award of this contract and 90 days prior to the start of the new fiscal year (October 1) IAW CDRL. The plan shall identify by month and quarter the expected funding requirements to execute the scope of this contract.

M. The Contractor shall provide planned maintenance, facility maintenance, AESS, CM/EM, and Ship Assessment support outside of the homeport area via Fly Away Teams. This enables compliance with Title 10 USC Section 7310 for work accomplished OCONUS.

N. For informational purposes, the LCS Program Overview History Lesson is provided as Attachment J-16.

O. The Contractor shall have Secret facility clearance and Secret safeguarding. The Contractor will need access to secure voice communication for trouble shooting, technical assistance, and will need access to classified documents through SIPRNET only when necessary and under the cognizance of a Government official on the ship or Government facility they are supporting. The Contractor will play an integral role in the maintenance and modernization of the ship and will require access to data.

P. The Contractor will require access to NATO and Foreign Government Information. However, the Foreign Government Information is limited to United Kingdom, Denmark, Germany, Switzerland, Spain, Sweden, and Italy. Access to Foreign Government Information is based on the fact that these companies are the Original Equipment Manufacturer (OEM) to systems onboard LCS. Access to NATO requires a final U.S. Government National Security Clearance and must have a NATO security briefing from the Facility Security Officer (FSO).

0100, 0105 ACCOMPLISH PLANNED MAINTENANCE (PM) FOR LCS CLASS SHIPS IN FY15-16**SCOPE**

1. The Contractor shall execute Planned Maintenance associated with Continuous Maintenance Availabilities (CMAVs) and Planned Maintenance Availabilities (PMAVs), home ported in or visiting San Diego, CA, in CONUS outside San Diego, and outside the contiguous United States (OCONUS) in accordance with Attachment J-14 (Work Specification 897-11-001).
 - a. Planned Maintenance Availabilities (PMAVs) are defined as monthly availabilities for performance of planned maintenance type work. The PMAV duration will be, on average, five days.
 - b. Continuous Maintenance Availabilities (CMAV) are defined as availabilities that will occur three times per year/every four months, and two weeks in duration. CMAVs could include corrective/emergent maintenance, Planned Maintenance, and modernization alterations.
2. PMS Accomplishment: The Contractor shall accomplish PM Requirements as follows:
 - a. The current PMS Force Revision (FR) will be used to accomplish this CLIN for each period of performance. See Section J Attachment J-17. The Contractor shall incorporate approved revisions to the FR within two weeks of receipt.
 - b. The Contractor shall accomplish Planned Maintenance in accordance with (IAW) COMUSFLTFORCOMINST 4790.3 (series) Joint Fleet Maintenance Manual (JFMM).
 - c. Accomplish Planned Maintenance System (PMS) Maintenance Requirements (MRs), specified for Contractor to accomplish as annotated by “+” coding on the Maintenance Requirement Card (MRC). MRs coded with “++” are normally assigned to the Contractor for accomplishment but may also be accomplished by Ship’s Force if conditions or the operational environment prohibit the Contractor from accomplishing the task (for example: If a “++” coded situational requirement comes due while the ship is at sea and the check cannot be deferred until the ship returns to port, Ship’s Force may complete the check as required).
 - d. PM work items shall be accomplished during the PMAVs but may also be accomplished during, CMAVs or Windows Of Opportunity (WOO) as the Government directs.
 - e. PMS accomplishment shall follow sequence and specifications of the written process on the MRC verbatim. Where there is a difference between the PMS MRC and other references, the PMS card takes precedence. If the card is incorrect, the PMS Feedback Report (FBR) process will be followed to resolve the discrepancy under CLIN 0300. Where it is imperative that the maintenance action be partially completed prior to the scheduled operations, report the discrepancy to the Naval Support Activity (NSA)/Government Designated Representative via Condition Found Report (CFR) with a recommended solution per CLIN 0300, para 1.b.
 - f. The Contractor shall not deviate from the MRC without written direction from the NSA/Government Designated Representative.
 - g. Contractor shall achieve a PMS Accomplishment Rate (PAR) of 85% or higher, as determined by the Government, IAW OPNAV 4790.1(series).

- h. Situational Requirements (R), Unscheduled checks (U), and checks of other periodicities that cannot be reasonably anticipated and/or scheduled in advance, or are performed on a demand basis, such as checks performed in support of a ship's materiel inspection or an unscheduled ship's movement, may be charged against this CLIN. This could also include providing support to resolve requests for PMS technical support pertaining to contractor supported systems and equipment for MRs. The Contractor shall have the ability to respond to unplanned Situational Requirement (R) and Unscheduled (U) PMS support work as directed by the Government, who will determine the appropriate level of response based upon the scope of work and location of the vessel. The Contractor shall not begin work on these requirements prior to the placement of orders by the Government. The Government reserves the right to order these requirements inside and outside the contiguous United States, including while the ship is deployed to remote locations, at its discretion.
 - i. The Contractor shall complete PM MRCs in an efficient manner when during the performance of a scheduled MRC, the condition of the equipment calls for the performance of a related situational MR. The Contractor shall ensure that the related MRs are conducted in a timely manner to minimize paperwork, man hours, travel and additional equipment down time.
 - j. If an MR cannot be accomplished because the associated equipment fails the PMS check and requires repair, any subsequent work on the system shall be considered a maintenance action under CLINs 3010-3180 as appropriate. Subsequent retest of the equipment using the original Maintenance Requirement Card (MRC) shall be billed against the original PMS action in this CLIN as continuation of the original PMS action.
 - k. If an MR cannot be accomplished because the associated equipment is in layup or out of commission or under repair, then the MR shall be rescheduled to the earliest opportunity IAW the NAVSEAINST 4790.8B, Ships' Maintenance and Material Management (3-M) Manual. The execution planning of the reschedule of the MR should be charged to CLIN 0300 and the actual MR accomplishment billed against this CLIN.
 - l. The Contractor shall ensure that scheduled MRs deferred due to equipment failures or card errors are rapidly corrected and completed.
 - m. The OCONUS planned maintenance tasks shall be executed by Fly Away Teams, composed of U.S. Personnel only, in accordance with Title 10 USC Section 7310. The Contractor shall act as a Work Center, as defined by the NAVSEAINST 4790.8B, "Ship's Maintenance and Material Management (3-M) Manual, and shall adhere to the PMS schedule provided by the Government.
 - n. The Contractor shall plan and perform Planned Maintenance to optimize scheduling of related CM and PM on equipment to minimize the time the equipment is out of service for maintenance.
3. PMS Tools, Parts and Materials:
- a. Common hand tools shall be procured/provided by the contractor (or subcontractor) without a direct charge to the government.
 - b. Lists of tools, parts and materials required to perform PMS MRCs are contained within the MRCs provided as Attachment J-17. Additionally, a list of parts, material and special tools drawn from J-17 is provided as Attachment J-21 Rev 2. The contractor shall purchase sufficient quantities of tools, parts and material in

order to execute PMS according to the approved PMS schedule for each ship the contractor supports, with the intent to minimize redundant or duplicate procurements.

- c. The contractor shall purchase material and parts sufficiently in advance to establish a 6-month supply of PMS material on hand in order to execute all PMS tasks on schedule.
- d. Special Tools, parts and materials required for PMS, as listed in Attachments J-17 and J-21 Rev 2, shall be procured under this CLIN. All PMS material will be procured, stored, managed and distributed by the Contractor. Advance procurement and storing of PMS materials is desired, particularly where situational requirements may drive an immediate need for materials with a long lead time.
- e. The Contractor shall control material and tools. The Contractor shall control Petroleum/Oil/Lubricants (POL), PMS material, and tools utilizing control procedures designed to prevent wastage and loss. The Contractor shall optimize common and special tool purchase and usage in order to minimize the total expenditure on tools.

4. PMS Documentation

- a. Work Authorization Form (WAF) requirements: Each PMS check, conducted by off-ship personnel, requires a WAF (see Attachment J-18). The WAF provides the on-hull crew the notification of what PMS checks the contractor/subcontractor plans to execute, on which systems/equipment, and when the PMS is scheduled to be accomplished. Ship's Force determines if and when the PMS checks can be performed, authorizes the WAF for the PMS to commence, and provides the final signature on the WAF indicating the work effort has been completed. The WAF provides notification of schedule and authorization to perform within the availability. The actual time of performance will be indicated on the PMS production schedule and the work will be controlled by a tagout and schedule. Note: Closing a WAF does not indicate satisfactory completion of maintenance, nor is it required to report completion of individual checks.
- b. Equipment Tagout: Tagouts shall be performed in accordance with LCS Tag-Out Standard Operating Procedures, 4700.1E dtd 22 Mar 2013 found in Section J Attachment J-15.
 - 1) The Ship's Tag Out Log shall be utilized as the only source to officially tag out circuits/systems.
 - 2) The Contractor shall perform only tagouts assigned to the contractor.
 - 3) The Contractor shall begin tagout preparation in a sufficient amount of time prior to the maintenance period in order to minimize ramp-up time at the start of the availability.
 - 4) The contractor shall submit tagouts to the Government prior to the availability for prescreening to check for technical/administrative accuracy by off-hull crew and/or designated LCSRON staff members. Equipment and system references must be provided with each tagout unless authorization is granted to do otherwise.
 - 5) The contractor shall perform Hazardous Energy Control/Tag-Out (HEC/T-O) services in accordance with the LCS Tag-Out Standard Operating Procedures, 4700.1E dtd 22 Mar 2013.
 - 6) The Contractor shall provide a portable computer network to utilize in administering the WAF and Tagout programs. The network will include all necessary hardware and software to administer these programs, including printers, toner, ink, paper, labels, computers, switches, extension cords, etc. The

- network will normally be setup onboard the ship, but may be setup in an adjacent trailer or building when work onboard the ship is not practical.
- 7) The Contractor shall transfer the Enterprise Shift Operations Management System (eSOMS) database to and from the ship's portable network to the Government's database at the beginning and end of the maintenance period.
- c. Contractor shall record PMS Maintenance Requirements (MR) results as follows:
- 1) Contractor will record PMS completion daily in accordance with Section J, Attachment J-19, "PMS Reporting Template" and CDRL A015.
 - 2) A PMS MR will only be reported as complete when the check is satisfied. Incomplete and/or unsatisfied checks shall never be reported as complete.
 - 3) An MR that is primarily an inspection or assessment of a space, system or piece of equipment is intended to record results of the inspection or assessment. When the inspection/assessment is properly completed by the maintenance technician, the contractor shall record the MR as complete provided that any deficiencies identified during the inspection/assessment are reported and documented IAW the MR and the PMS report.
 - 4) If the MR is performed to ensure that a system or piece of equipment is operating properly and that operation is not within tolerances, specifications or requirements, then the contractor shall not record the MR as completed. The contractor shall then report discrepancies via CFR IAW CLIN 0300 para 1.b and include them on the PMS report.
 - 5) If materiel discrepancies are discovered during the performance of an MR that exceed the scope of the work item, the Contractor shall record and report those discrepancies to the Government via the Condition Found Report (CFR) process IAW CLIN 0300 para 1.b and the CDRL in Exhibit A.
 - 6) The contractor shall report all discrepancies via verbal or written reports to the on-site Government Designated Representative at the end of each work day.
5. QA Surveillance Requirements
- a. The contractor shall budget to the planned PMS accomplishment workload plus two-percent of the manhours required to accomplish PMS QA Surveillances IAW COMNAVSURFPAC/COMNAVSURFLANT INSTRUCTION 4790.1(series). QA Surveillances shall be performed by a qualified government representative and may be required at any time during or after the accomplishment of the actual PMS item. The Contractor shall complete QA Surveillances on 15-percent of the total PM Workload in every availability.
 - b. The contractor is bound to and subject to inspection under COMNAVSURFPAC/COMNAVSURFLANT Instruction 4790.1 (series) Surface Force Maintenance and Material Management Assessment and Certification Program.

- c. Contractor shall maintain the PMS Surveillance Log (PSL) in accordance with the 3M Manual, incorporating all PMS checks executed. The PSL shall include all Objective Quality Evidence (OQE) required to validate MR accomplishments.
 - 1) PMS Surveillance Log submitted by the Contractor to the Government no later than 7 days prior to the start date of every availability.
 - 2) The Contractor shall maintain PSL through completion.
 - 3) The PSL shall contain identification of the item to be inspected by name, number, and location (e.g., Number 3 Main Seawater Pump, 5-180-0-E).
 - 4) From the Contractor PMS Quality Assurance Plan, all PMS identified I, V and G checkpoints will be incorporated into the PSL.
 - 5) Data for surveillances requiring government notification (G), shall be available at the location of each surveillance.
 - d. QA Notification requirements:
 - 1) The Contractor shall coordinate QA Surveillance requirements daily with the NSA/Government Designated Representative.
 - 2) Contractor shall proceed with the surveillance if the NSA/Government Designated Rep is not present, provided the required advance notice has been furnished to the NSA/Government Designated Representative.
 - 3) The Contractor shall submit Contractor QA Surveillance forms in accordance with the Quality Management System (QMS). The Contractor shall submit all QA reports to the NSA/Government Designated Representative upon completion of the report.
 - 4) Contractor QA Surveillance forms shall be maintained by the Contractor..
6. Technician Training Requirements:
- a. NAVEDTRA 43241-J, PERSONNEL QUALIFICATION STANDARD FOR 3M establishes requirements to achieve the minimum skill sets required to enforce maintenance execution standards. The contractor shall establish a training and qualification program and be able to show proof that all contractor maintenance persons are fully trained and qualified IAW NAVEDTRA 43241-J to a minimum PQS level of 301 or an equivalent level approved by the Government.
 - b. The Contractor shall train and certify prime and subcontractor technicians to conduct PM actions correctly and efficiently while simultaneously minimizing the number of “shadow hours” and hours spend on duplication of effort during OJT. Shadow hours are defined as time spent by government personnel or LCS crew members following, observing, monitoring, or training Contractor technicians, or otherwise performing PM actions assigned to the Contractor, as a result of the Contractor technician’s inability to conduct, lack of qualification or certification, lack of knowledge or familiarity with, any MRC that they are assigned to perform.

- c. All Contractor personnel shall maintain written proof of said qualification and may at any time be required to provide said documentation at any time to the Government.
 - d. No contractor personnel shall perform any PMS action prior to initial qualification, without proof of qualification, after disqualification or after lapse of qualification appropriate for the level of work he/she is performing.
 - e. The Contractor shall ensure that only qualified and certified (prime and subcontractor) technicians perform PM actions at the level of qualification required by the MRC.
7. Efforts to create Efficiencies and Reduce Total Ownership Cost:
- a. The Contractor shall reduce Total Ownership Cost (TOC) with integration of scheduled planned maintenance, availabilities, duration of WAF/Tag Out procedures, efforts of subcontractor OEMs, special tools, and integration of new versions of Force Revisions.
 - b. The Contractor shall develop, learn, and incorporate new ways to conduct planned maintenance and create efficiencies to reduce man-hour expenditures.
 - c. The Contractor shall seek reductions in Make Ready – Put Away (MRPA) time for PMS actions (reduces WAF, tag out, prep, tools, material, and close out times).
 - d. The Contractor shall manage the workforce across multiple ships through the life of the contract to optimize total manpower and skills while providing some flexibility for ship schedule changes.
 - e. The Contractor shall optimize the Fly Away Team composition to maximize the PM, FM and CM work performed at locations away from home port while minimizing travel expenses.
 - f. The Contractor shall ensure all PM material, parts and tools are on station to support planned PM work package and eliminate deferred checks as a result of lack of required materials, parts and tools.
 - g. The Contractor shall facilitate the formation, function and responsibilities of the project organization. Specifically, the Contractor shall facilitate the communication, coordination and information sharing between Alteration Installation Teams (AITs), OEMs, government agencies, Planning Yard (PY), Prime contractor, and its significant subcontractors. The Contractor shall manage a workforce at each original building yard (MMC and Austal) in order to conduct PMAVs and complete CM before Ship Sail Away.

0110, 0115 ACCOMPLISH PLANNED MAINTENANCE FOR LCS CLASS SHIPS IN FY16-17 (OPTION)

110.1 SCOPE

The Contractor shall plan and execute Planned Maintenance associated with CMAVs and PMAVs, and execute monthly, quarterly, and other longer-term scheduled maintenance in San Diego **IN FY16-17** in accordance with the statement of work for Line Item 0100.

0120, 0125 ACCOMPLISH PLANNED MAINTENANCE FOR LCS CLASS SHIPS IN FY17-18 (OPTION)

120.1 SCOPE

The Contractor shall plan and execute Planned Maintenance associated with CMAVs and PMAVs, and execute monthly, quarterly, and other longer-term scheduled maintenance in San Diego **IN FY17-18** in accordance with the statement of work for Line Item 0100.

0200, 0205 ACCOMPLISH FACILITIES MAINTENANCE/CORROSION CONTROL ON LCS CLASS SHIPS IN FY15-16**200.1 SCOPE**

1. The Contractor shall provide Facilities Maintenance (FM) services as directed the Government. This item requires the accomplishment of known/planned Facilities Maintenance comprised of compartment cleaning and light corrosion control. FM will be provided by the Contractor during CMAVs, PMAVs, or WOOs. Work performed under this CLIN shall be executed inside and outside the port of San Diego. Contractor shall submit non-deviation Standard Work Template (SWT) IAW Attachment J-13.

The Government may require the Contractor to provide Unscheduled/unplanned FM to be accomplished during CMAVs, PMAVs, or WOOs to support inspection preparation. Accomplishment of unscheduled/unplanned FM will be addressed IAW FAR 52.243-1 and will be billed to this CLIN via the Request for Contractual Change (RCC) process..

2. The contractor may be required to provide on-site Facilities Maintenance to ships at remote locations. This work shall be accomplished per the direction of the Government and the requirements of this contract.

3. Facilities Maintenance requirements shall be accomplished in accordance with NAVAL SHIPS' TECHNICAL MANUAL CHAPTER 631, PRESERVATION OF SHIPS IN SERVICE – GENERAL S9086-VD-STM-010 (series) and include:

a. Corrosion Control.

(1) Corrosion Control:

(a) Corrosion Control work items include minor preservation and painting of horizontal and vertical surface areas such as insulation, lagging and coating systems IAW Section J Attachment J-20. For the purpose of classifying work to be supported by this CLIN, Minor preservation is classified as light corrosion repair to include surface preparation, flashing (or other guard material) and lagging removal, repair, replacement in the vicinity of the preservation location, priming and painting of up to 10% of the surface area of any specific piece of equipment or any space or surface on a ship. Minor preservation can be accomplished by one worker, or a small team of workers, IAW NAVSEA Standard Item (NSSI) 009-32 using hand tools and shall not require wholesale cutting and replacement of metal, large area rust removal, large area painting, or any other preservation efforts that would generally require depot level support. Any scope above this classification will be considered corrective maintenance and will be accomplished under CLINs 3010 – 3180.

b. Compartment Cleaning

(1) The Contractor shall develop a compartment cleaning plan for each ship under CLINs 0300-0325 utilizing Attachment J-5 to develop the plans. The plans shall be accomplished under this CLIN.

(2) All FM tools, equipment and material shall be stored, managed and distributed by the Contractor. Only materials listed in NAVSEA S6480-A4-CAT-010: Authorized Chemical Cleaning Products and Dispensing Systems Catalog will be utilized.

c. QA Surveillance.

(1) Contractor shall maintain the FM Surveillance Log (FSL), incorporating all FM items executed. The FSL shall include all objective quality evidence required to validate FM accomplishments.

- (2) The FSL shall identify the item to be inspected by name, number, and location (e.g., number 3 main feed pumps, 5-180-0-E).
- d. QA Notification requirements,
 - (1) Contractor shall communicate the daily FM work plan and notify the NSA/Government Designated Rep of surveillance requirements and cleaning schedule close out.
 - (2) Contractor will proceed with the surveillance if the NSA/Government Designated Rep is not present, provided the required advance notice has been furnished to the NSA/Government Designated Rep.
 - (3) Submit Contractor QA Test Inspection Records (TIRs) in accordance with the Quality Management System (QMS). This is a non-CDRL requirement.
 - (4) Contractor QA Surveillance forms shall be maintained by the contractor.
- e. QA reports provided to the NSA/Government Designated Rep:
 - (1) FM Surveillance Log (FSL) submitted no later than 7 days prior to start date. This is a non-CDRL requirement.
 - (2) Maintain FSL through work completion.
- f. The contractor shall perform Hazardous Energy Control/Tag-Out (HEC/T-O) services in accordance with the Tag-Out Users Manual for LCS Tag-Out Standard Operating Procedures, 4700.1E dtd 22 Mar 2013. The Contractor is designated as the Full Service Contractor (FSC).
- 4. If material discrepancies are discovered during the performance of Facilities Maintenance that exceed the scope of the work specification, the Contractor shall record and report those discrepancies to the Government via the Condition Found Report (CFR) process IAW CLIN 0300 para 1.b and the CDRL in Exhibit A.

0210 ACCOMPLISH FACILITIES MAINTENANCE/CORROSION CONTROL TO LCS CLASS SHIPS IN FY16-17 (OPTION)

210.1 SCOPE

The Contractor shall provide Facilities Maintenance (FM) planning and Facilities Maintenance services. This item provides for the accomplishment of known/planned Facilities (Seaframe) Maintenance comprising Littoral Combat Ship Compartment cleaning plan and Corrosion Control, on a continuous basis, or during CMAVs / Windows of Opportunity (WOOs), by the prime Contractor **IN FY16-17** in accordance with the statement of work for Line Item 0200.

0220 ACCOMPLISH FACILITIES MAINTENANCE/CORROSION CONTROL TO LCS CLASS SHIPS IN FY17-18 (OPTION)

220.1 SCOPE

The Contractor shall provide Facilities Maintenance (FM) planning and Facilities Maintenance services. This item provides for the accomplishment of known/planned Facilities (Seaframe) Maintenance comprising Littoral Combat Ship Compartment cleaning plan and Corrosion Control, on a continuous basis, or during CMAVs / Windows of Opportunity (WOOs), by the prime Contractor **IN FY17-18** in accordance with the statement of work for Line Item 0200.

0300, 0305 PROVIDE ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES (AESS) FOR LCS CLASS SHIPS HOMEPORTED OR VISITING SAN DIEGO, CA IN FY 15-16

300.1 SCOPE

1. Administrative and Engineering Support Services (AESS) For LCS Class

a. General

(1) IAW with COMNAVSURFOR Maintenance Policy 4700.1 (Series), this item provides for the accomplishment of the Administrative and Engineering Support Services (AESS) on a continuous basis for an estimated 612 Work Specifications over a 12 month period for CMAVs, EMs, Windows of Opportunity (WOOs), PMAVs, and decommissioning in CONUS and OCONUS by the prime Contractor throughout the year as identified in non-deviation Standard Work Template (SWT) 0897-001 (Attachment J-11).

(2) This item includes the Inter-availability planning and administration functions necessary to support CMAV, EM, WOO, PMAVs and decommissioning work for homeported ships, visiting ships and when ships are available between deployments (in port), at sea, CONUS and OCONUS. It does not include planning and administration functions for CNO scheduled availabilities. However, a concurrent CMAV can occur during a CNO availability. The CNO Availability Execution CLINs start at CLIN 3010.

(3) Continuous Maintenance Availabilities (CMAV) can be defined as an availability that will occur three times per year/every four months and two weeks in duration. CMAV will include corrective/emergent maintenance but could contain Planned Maintenance as well as modernization.

(4) The Contractor shall provide the management, technical, procurement, production, testing, training, MRC updates, and quality assurance necessary to prepare and accomplish the alteration/modernization of ships in each availability in accordance with the requirements stated in the Work Item Specifications, the Delivery Schedule, and all other terms and conditions set forth in the contract. The list of Standard Work Items is listed in Section J.

(5) These planning and administrative functions shall be accomplished per the direction of the ACO and the requirements of this contract.

(6) NAVSEA Standard Items shall be invoked on each order issued under the contract. The Fiscal Year (FY) applicability of the NAVSEA Standard Items will be determined by the issue date of the order. Whereas Standard Items are applicable to vessels undergoing overhauls and repair, the Contractor shall review each Standard Item for applicability to the contract and propose changes/deviations to the Standard Items by letter to the ACO/COR.

(7) The Contractor shall ensure material ordering is traceable back to the Job Control Number (JCN)/Job Sequence Number (JSN) or Automated Work Request (AWR) level and, if applicable, the Work Specification.

(8) The Contractor shall plan, track, and reschedule all PM, FM, and CM/EM work under this CLIN.

b. CONDITION FOUND REPORT (CFR) Process:

(1) The Contractor will identify needed repairs and recommend corrective action during contract performance for those deficiencies discovered which are not covered by the work specifications. As found conditions, needed repairs and corrective action reports will be submitted to the Government in the form of a Condition Found Report (CFR) IAW CDRLs in Exhibit A.

(2) CFRs, cost estimates and supporting data will be submitted via Navy Maintenance Database (NMD) within five working days of identification of the requirement.

NOTE: If the PY on-site representative (OSR) is tasked by the Government Representative to review and respond to a Condition Found Report (CFR), the PY OSR shall provide resultant, necessary guidance from the Government to the Sustainment Execution Contractor.

As a minimum, the CFR will include:

- (a) Contract number, ship and hull number
- (b) CFR number
- (c) Applicable Work Item number
- (d) Date requirement was discovered
- (e) Description of the work requirement
- (f) Specific location of the work
- (g) Recommendation for corrective action
- (h) Recommendation for the appropriate/best time to accomplish the work (i.e. during current availability with or without schedule change, future CNO or Continuous Maintenance Availability). Provide supporting rationale for the recommendation, such as cost efficiencies, availability of work force, availability of material, premium expenditures, etc.
- (i) Identification of related changes, if any, to the internal milestones and production and contract completion dates. If none, so state.
- (j) The Government MST reviews the CFR with the requirement (deficiency), recommendation for corrective action and estimate for correctness. The Government determines if the work is required, and potentially affordable. If the CFR is inadequate or incomplete, it is not automatically rejected back to the Contractor. In many cases, the Government and Contractor will need to meet, discuss the recommendation for corrective action, make ship checks to determine full scope of work and evaluate costs prior to final approval of the CFR.
- (k) When determined that the contractor will write the RCC, the CFR is returned to the Contractor as "approved" in NMD with instructions to write the RCC for growth work, or other action as necessary.

(3) In concert with the "approved" CFR, an RCC is generated to accomplish the scope of work as designated by the Government. The RCC may be written by either the contractor or the government as directed by the government.

Upon approval by the PM on a CFR for growth work, the Shipbuilding Specialists (SBS) at SWRMC or Contractor will develop a RCC. When tasked, the Contractor will develop and submit the RCC IAW CDRLs in Exhibit A and the estimate in NMD based upon the scope of work agreed to on the "approved" CFR. If required, for Contractor generated RCCs, the SBS will generate an estimate based on the agreed upon scope of work contained in the RCC. In either case, the growth RCC will be generated under the parent item under which the work is being accomplished. Within five working days from receipt of direction on an approved CFR, the Government or the Contractor will develop definitive work specifications in NMD, sequentially numbered, and submit with the manhour and material estimate. RCC's will only be generated by the contractor when approved by a CFR as directed by the Government Maintenance Support Team.

(4) The contractor shall develop a time and cost estimate, and the time frame for which it is valid, including:

- (a) Class "C" (+ - 15%) cost estimate. If the work requirement cannot be estimated within five working days, provide a class "F" estimate (+ - 40%) identifying any potential impact which may affect the current schedule. The class "F" estimate will also contain the date on which a class "C" estimate will be provided.

(b) Estimated Premium/Acceleration Costs, including premium costs for; material, subcontractors, manhours, rework and any additional costs to ongoing work resulting from inclusion of the CFR work requirement.

(c) The Contracting Officer interfaces with the SBS, PM and Contractor to determine the final agreed price on the manhours and material.

(5) Upon receipt of Government direction to develop a New Work Item specification or a New Work Item written by the Government, provide the work specification and a class "C" cost estimate within three working days.

(6) From discovery of the first discrepancy and until submission and completion of the last RCC, develop and maintain an electronic format data report of the overall CFR process. The report shall be submitted weekly. The report shall contain the following information:

CFR and resultant RCC numbers

Brief description

Date work requirement was discovered

Date CFR sent to Government for consideration

Date of Government response, i.e. Government generated RCC, authorization to proceed with the work and to issue RCC or New Work specification, no action required, etc.

Status of CFR's

Receipt date of RCC or New Work specification submission date

Status of RCC or New Work specification submission, in estimating, etc.

Date of Government approval of RCC or New Work specification

Date of COPA submission

Date of Negotiation completion

The above listed data shall be displayed in the contractor's award fee submission

(7) From discovery of the first discrepancy and until submission and completion of the last RCC, develop and maintain an electronic format data report of the overall RCC and New Work process. The report shall be submitted weekly. The report shall contain the following information:

RCC, New Work and assigned work item numbers

Brief description

NMD reason code for the change

Date RCC was sent to Government for consideration

Original COPA cost estimate and RCC actual cost

Status of RCC or New Work specification submission, in estimating, etc.

Date of Government approval of RCC or New Work specification

Comments, example, scope change between CFR and RCC

Date RCC/New Work spec was negotiated

c. Planning and Administration

When tasked by the Government, the Contractor shall prepare and provide work specifications for CMs/EMs/WOs and decommissioning for work functions provided in the Standard Work Template 0897-001, to be approved by the appropriate RMC Codes 200/300/400. These planning requirements include performance of Production Engineering Support, Production Planning, Procurement, Manning & Production Analysis, and Production Work Integration. This includes, but is not limited to:

(1) Providing the necessary management, funding status, procurement, and resources per the requirements of this section. In conjunction with the Project/Maintenance Support Team, integrate work plans, set priorities, coordinate, and de-conflict all planned production work scheduled for the

performance period. Procurement includes identification and procurement services in support of initial and sustainment spares for loadout and facilities maintenance and management of these items in Real-time Outfitting Management Information System (ROMIS) or other approved management software. These include identification of potential sources, receiving and evaluating quotations, preparing, executing, and tracking purchase orders.

(2) Develop and provide an integrated milestone plan and critical path analysis for a rational, integrated and timely production schedule to be used in each availability for its execution planning and procurement/production phases. The plan's milestones must include those key events necessary to meet contract delivery dates. The Contractor shall submit and maintain a detailed Integrated Master Schedule (IMS) to monitor all maintenance/modernization to ensure maximum space utilization, critical path repairs, prevent maintenance work overlap/conflicts and identification of HAZMAT/ESOH maintenance tasking IAW CDRLs in Exhibit A. The IMS shall include repairs being made, repair time, work overlap and workspace requirement. The IMS shall provide Critical Path Analysis for work to be performed, weekly, monthly, quarterly and annual reports using histograms and descriptive statistics (mean, median, mode).

(3) Develop and utilize a progress measurement system to determine the physical progress of the planning and procurement phases. The progressing system shall permit a direct comparison of the physical progress of completed work to the integrated master plan and key milestones.

(4) When tasked, conduct ship checks, prepare Automated Work Requests (AWRs), and develop specifications for Inter-availability repairs to be conducted outside CNO Availabilities.

(a) Work specifications shall be prepared and submitted IAW CDRLs in Exhibit A, in accordance with the Appendix 4-E of the Joint Fleet Maintenance Manual Volume 7, Chapter 4 and using the NAVSEA Standard Items (NSI), Class Standard Work Templates (CSWT), Standard Work Items (SWI) and Local Standard Items (LSI) in effect on the date of specification submission.

(b) Work specifications and detailed cost estimates to the paragraph and trade level shall be prepared and stored in Navy Management Database (NMD). Planning products shall be in the 4-E spec format. All Requests for Contract Changes (RCC) shall be entered in the NMD Execution module. All planning documents developed by the Contractor become the property of the U.S. Government for reuse by other activities. When an existing Master Specification Catalog (MSC) template is available it must be used in developing the work specification. If a MSC template is not available for use, and a new work specification is developed, it shall be submitted to the LCS MSCMO membership as a new template candidate. If a MSC template is available, but the work specification must be significantly altered to suit authorized scope of work, or if changes to technical requirements must be made to the work specification, the Contractor shall submit the revised work specification (proposed change) to the LCS Master Specification Catalog Maintenance Office (LCS MSCMO) as either a new template candidate, or an update to an existing template candidate. All template candidates submitted to the LCS MSCMO for consideration shall include detailed cost estimates to the paragraph and trade level. All comments and lessons learned must be provided to the Government for review and possible incorporation into the MSC. The LCS MSCMO is responsible for approving and maintaining Class Standard Work Templates (CSWTs) and Standard Work Templates (SWTs) (except for SWT 077-001, Hazardous Waste Produced on Naval Vessels; control, and 992-031, Cleaning and Pumping; accomplish, which are designated as Standard Specification for Ship Repair and Alteration Committee (SSRAC) responsible). The LCS MSCMO will consist of Government Reps/RMC members Code 100/200/400.

(c) Work Item Specifications and other work products shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy and compliance with provisions of specifications and assignments. The Government is the ultimate approval authority for work item

specifications provided by the Contractor. Any corrections found necessary due to error or omission by the contractor, shall be promptly corrected by the contractor.

(5) Plan and schedule for receipt, storage and installation of the Government Furnished Materials (GFM) identified in the work specifications or by the government.

(6) As tasked, identify, procure, receive and store authorized Long Lead Time Material (LLTM). LLTM is defined as material that requires advance planning, ordering, deliveries, manufactures, etc. such that the material/parts is not readily available if needed.

(7) The contractor shall submit a cost report monthly to the appropriate RMC listing each RCC/Work Item to be evaluated IAW the CDRLs Exhibit A. This report shall be consistent with the cost elements used for the annual incurred cost submissions required by FAR 52.216-7 under this contract. Cost to be returned at the Standard Item 009-99 and OPNAV 4700 2K levels.

(8) The Contractor shall submit a fiscal year funding phasing plan for 30 days after award of this contract and 90 days prior to the start of the new fiscal year (October 1) IAW CDRL. The plan shall identify by month and quarter the expected funding requirements to execute the scope of the contract.

(9) The Contractor Sustainment Team shall maintain access to and use the Navy Data Environment (NDE).

(10) The Contractor Sustainment Team shall participate in periodic meetings, as required, to facilitate execution planning and status reporting related to Contractor LCS Class availabilities for Fleet Maintenance activities.

(11) Planned Maintenance Schedule Development and Planning

(a) Planning must be coordinated with the LCSRON and reflect the periodicity requirements established in the current Force Revision. PMS work as planned in the current PMS Force Revision – see Section J Attachment J-17.

(b) OCONUS planned maintenance tasks could be brokered by different activities such as SWRMC, Navy Supply Systems Command Global Logistics System (NAVSUP GLS) or Naval Sea Systems Command Headquarters (NAVSEA HQ) depending on the type of maintenance required.

(c) The contractor's PMS and manpower scheduling software shall interface with LCS SKED to provide all of the functionality and reports that LCS SKED provides.

(d) Provide the Government with contract flexibility to schedule event driven situational maintenance requirements (R-checks). This work shall be accomplished per the direction of the Government and the requirements of this contract under CLINs 0100-0125.

(e) Contractor shall function as the Government's first line of support for Planning Maintenance issues. The Contractor's MST representative shall act as the primary interface with the Navy's shore-based support activities and the LCS crews. Key responsibilities of the Contractor's MST representative are:

- Function as the liaison between the Contractor LCS Team and the US Navy (primarily LCSRON, RMC, ISEA, PY, etc.) in PMS matters concerning the ship.
- Interface with the Contractor Team, MST, and Fleet Logistics Center (FLC) representative to resolve requests for parts.

- Participate in availability planning conferences, work definition conferences, and production meetings coordinated by the Government.
- Outline the major activities and procedures for all Contractor work to be accomplished in an availability, and provide daily PMS updates to the MST TYCOM and LCSRON.
- Assist in the timely resolution of interface, engineering and design, material, ILS, configuration management and work scheduling problems when planning for LCS maintenance availabilities.
- The Contractor shall report back to the RMC/Government Designated Representative for all items involving Configuration Management (CM) changes and shall inform the PY. The Contractor shall provide daily updates during PMAV/CMAV/WOO to the designated Government Representative. If more than one ship is in an upkeep period, a single report for all ships shall be accomplished.

(f) The Contractor shall participate in periodic meetings, as required, to facilitate execution planning and status reporting related to LCS Maintenance periods including:

- Business planning meetings with the MST.
- PMAV/CMAV/WOO package planning sessions.
- Fly-away team planning meetings.
- Daily production meetings during a maintenance availability.

(g) The Contractor shall provide Planned Maintenance System (PMS) planning and administrative services. All Program Management/Administrative Support for PMS services shall be charged to this CLIN.

- Execute Naval Sea Logistics Center (NAVSEALOGCEN) Force Revision (FR) updates as directed by the LCSRON, at the same given effective date, as promulgated and coordinated by the LCSRON, as per OPNAV 4790.1F and the Navy PMS Force Revision CD. The most current FR is the only approved baseline to establish maintenance requirements and PMS schedule is soled owned by LCSRON.
- Additionally, the Navy promulgates changes to maintenance in Advance Change Notices (ACNs) to immediately correct equipment or personnel safety requirements. The contractor shall be flexible in PMS management and scheduling execution to implement ACNs.
- Submit PMS Technical Feedback Reports (TFBR/FBR) to LCSRON, requesting incorporation of additional or changes to PMS coverage. PMS FBRs shall be submitted, at a minimum, in the following circumstances and shall be accomplished within three days after discovery of the issue:
 - o PMS MRC on Maintenance Index Page (MIP) does not apply to any ship of the class.
 - o PMS MRC contains administrative error(s).
 - o PMS MRC procedure, tools, parts or materials are in error.

- PMS periodicity change is recommended.
 - PMS coverage is inadequate or unavailable.
 - PMS coverage is excessive.
 - Procedures which require improvement to better align them to the LCS class equipment.
- Submit PMS reports to the Government Designated Representative:
 - Weekly completion reports.
 - Report with previous week's scheduled PMS and PMS forecast for the next month.
 - Weekly report of overdue PMS.
 - Weekly PMS FBR Log.
 - Weekly PMS Condition Found Report (CFR) /Inspection Discrepancy Report (IDR) log.
 - Arrival and Departure Reports
 - Provide the quarterly contractor PMS scheduled at the start of each quarter.
 - PMS completion status at the close of the quarter within 5 working days upon completion of the quarter.
 - If a maintenance requirement (MR) was deferred or not accomplished; contractor shall report the reason and impact to the system in not performing the MR IAW the schedule and when the next recommended performance of MR will be executed within 3 business days to designated Government Representatives.
- The Government recognizes that the contractor has access to manpower and resources that are not normally available onboard a ship. These resources provide an opportunity to develop new and innovative ways to accomplish MRs which may save time, money and manpower when compared to traditional maintenance procedures. The contractor is encouraged to innovate to find these efficiencies. If a new approach to accomplish an MR is found, the contractor may submit a proposed change to a PMS procedure to LCSRON for approval via a PMS TFBR or other written format as necessary to adequately address the scope, impact and procedural changes of the proposed innovation. These proposals will be adjudicated by both the Program Office and SURFMEPP. Until such time that the proposed change has been approved and incorporated by the Navy, verbatim compliance with the existing approved MR shall be followed.
- PMS Quality Assurance Plan
 - Contractor shall generate a PMS Quality Assurance (QA) Plan to ensure proper performance of all PMS tasks assigned to the Contractor.
 - The Contractor's PMS QA Plan must be first approved by the Government. This is a non-CDRL delivery. The QA Plan must be approved by the Government 30 days after contract award.

(h) The Contractor shall prepare PM work packages to be approved by the LCSRON and authorized by the Government. Work packages shall be developed from the ICMP database and the Preventive Maintenance System (PMS) data for all Maintenance Requirement Cards (MRCs)

and Situational Requirement (R) and Unscheduled (U) MRCs assigned for Contractor accomplishment as well as any Ships Force PMS that is deferred for Contractor accomplishment.

(i) The Contractor shall utilize the TYCOM Master Job Catalog (MJC) to establish PMS schedule details. The MJC will be delivered by SUBMEPP for individual LCS ships and maintained by SUBMEPP/SURFMEPP. The MJC shall also be used to accomplish material requirements as well as personnel qualifications.

(j) Where Navy PMS Force Revision lacks sufficient maintenance requirements, the contractor shall utilize equipment technical manuals and industry best practices to supplement the Force Revision and establish maintenance requirements. These undefined maintenance requirements shall be documented by the creation or update of the MRC that shall be submitted to the appropriate ISEA and LCSRON for review, approval and integration into the PMS deck. The initial PMS submission shall be within three days after discovery of the issue.

(k) The Contractor shall provide the management, technical, procurement, production, testing, training, MRC updates, and quality assurance necessary to prepare and accomplish the alteration/modernization of ships in each availability in accordance with the requirements stated in the Work Item Specifications, the Delivery Schedule, and all other terms and conditions set forth in the contract. The list of Standard Work Items is listed in Section J.

(l) Contractor Support of Immediate Superior in Command (ISIC), TYCOM, Training Group, In-Service Engineering Agent (ISEA) and other agency materiel and training assessments and inspections: The contractor shall provide technical, material and labor support to assist in the conduct and completion of government materiel and training assessments and inspections. These events are defined in the Surface Force Readiness Manual and other government readiness doctrines. The performance of specific MRCs and other PMS items may be required of the contractor in support of these inspections.

(12) Facilities Maintenance Schedule Development and Planning

(a) Contractor shall utilize Annual Cleaning Schedule, LCS 1 & 2 Class Annual Cleaning Schedule, as applicable; to determine requirements for Housekeeping and Industrial Cleaning and to create Facilities Maintenance and Corrosion Control (FM_CC) work packages. When tasked, the Contractor shall assist the Government in updating the LCS 1 and 2 Class Annual Cleaning Schedules.

(b) The FM_CC work packages shall be approved by the NSA/Government Designated Rep.

(c) Contractor's FM_CC work packages shall include list of spaces, space description, square footage, flooring type, cleaning level (1-9) and periodicity found in Section J Attachment J-5. LCS Cleaning Levels outlines approved cleaning levels and can also be found in Section J Attachment J-5.

(d) Housekeeping and Industrial cleaning required for spaces not included in the Annual Cleaning Schedule, or in addition to work originally accomplished under this line item, will be tasked to the Contractor by the NSA/Government Designated Representative may be charged against this CLIN but using a different SLIN.

(e) Corrosion Control efforts are tasked to the Contractor based on as found conditions on the vessel via the Current Ships Maintenance Project (CSMP) and as directed by the NSA/Government Designated Rep.

(f) Contractor shall continue the provision of Contractor MST Leads that will function as Contractor's first line of support for FM_CC issues. The Contractor MST representative is currently located on the San Diego waterfront and shall continue to act as the primary interface

with the Navy's shore-based support activities and the LCS crews. Key responsibilities of the Contractor MST Maintenance Leads are:

- Function as the liaison between the Contractor LCS Team and the US Navy (primarily LCSRON, RMC, ISEA, etc.) in FM_CC matters concerning the ship.
- Interface with the Contractor Team, MST, and Fleet and Industrial Supply Center (FISC) representative to resolve requests for parts.
- Resolve requests for maintenance support for Contractor responsible systems.
- Resolve requests for information for Contractor responsible systems.
- Participate in availability planning conferences, work definition conferences and production meetings.
- Outline the major activities and procedures for all Contractor work to be accomplished in an availability, and provide daily maintenance status updates to the Port Engineer and the Government Representative.
- Assist in the timely resolution of interface, engineering and design, material, ILS, configuration management and work scheduling problems in planning for Contractor LCS FM_CC availabilities.

(g) The Contractor shall participate in periodic meetings, as required, to facilitate execution planning and status reporting related to Contractor LCS CMAVs, to include, but not limited to:

- Business planning meetings with the MST
- CMAV package planning sessions
- Fly-away team planning meetings
- Daily production meetings during a maintenance availability

(h) The Contractor shall prepare FM_CC work packages to be approved by the MST and authorized by the Government. Work packages shall be developed from the LCS Class Paint Schedules (J20A – 20H).

0310, 0315 PROVIDE ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES (AESS) FOR LCS CLASS SHIPS HOMEPORTED OR VISITING SAN DIEGO, CA FOR FY 16-17 (OPTION)

310.1 SCOPE

The Contractor shall provide administrative and engineering support services (AESS) for LCS Class Ships homeported or visiting San Diego, CA **FOR FY 16-17** in accordance with the statement of work for Line Item 0300.

0320, 0325 PROVIDE ADMINISTRATIVE AND ENGINEERING SUPPORT SERVICES (AESS) FOR LCS CLASS SHIPS HOMEPORTED OR VISITING SAN DIEGO, CA FOR FY 17-18 (OPTION)

320.1 SCOPE

The Contractor shall provide administrative and engineering support services (AESS) for LCS Class Ships homeported or visiting San Diego, CA **FOR FY 17-18** in accordance with the statement of work for Line Item 0300.

0400, 0405 SUPPORT IN-SERVICE ENGINEERING AGENT SERVICES FOR LCS CLASS UNIQUE SYSTEMS IN FY15-16 (OPTION)

400. 1 SCOPE

1. The Contractor shall coordinate with and support the efforts of the designated In Service Engineering Agent (ISEA) for LCS. Because the LCS class contains several unique systems where there is no or limited systems expertise in the Government, the designated ISEA may be a Government activity or another contractor. The Contractor Sustainment Team shall perform tasking within the following ISEA functions:

Design: In the performance of repair or maintenance actions the contractor notices a recurring repair or, based on experience, is aware of a more efficient or effective method of maintaining or repairing a piece of equipment the contractor shall make the Government and the ISEA (when other than the Government) aware of the potential for process improvement. This process improvement should highlight possible design defects detracting from the equipment or system's capability to perform its intended operational requirements and to meet its maintainability and reliability requirements. When tasked, the contractor shall develop a written recommendation for corrections or improvements for further translation into detailed engineering changes and with PMS 505 concurrence, work with the ISEA to develop engineering changes and/or alterations to provide required improvements and to correct service deficiencies, improve logistic support and produce life cycle cost savings

a. **Safety:** For each assigned maintenance or repair task, conduct safety review of proposed engineering changes, new operating and maintenance procedures and changes, ensuring that the procedures warnings and cautions are adequate and inherent safety is not degraded.

b. **Technical Documentation, Specifications and Standards:** Review technical documentation and data (e.g. MRCs, technical manuals, ships drawing etc.) for accuracy and correctness. Where errors are identified notify the Government of the discrepancy and when tasked provide inputs for the update of maintenance requirement cards.

c. **Maintenance Engineering:** When tasked assist the ISEA in the maintenance and update of maintenance concepts, tasks and criteria for all levels of maintenance during the equipment/system life cycle.

d. **Fleet Engineering Support:** When tasked, provide engineering assistance to the fleet as related to all of the above functions to include support of on-site engineering investigations to evaluate reliability, maintainability, performance availability and logistics support of the combat system/equipment.

e. **Data Management:** When technical data or documentation change as a result of a repair, inspection or modernization event, provide inputs to the government for all technical data that define operational equipment/systems baselines to reflect approved engineering changes, including implementing their effects on technical manuals and preventive and corrective maintenance documentation.

f. **Configuration Management:** Assist the Configuration Manager by providing inputs to the configuration management program to help ensure control of the hardware, technical documentation and computer program configuration baselines. The Configuration Management program will be maintained and managed under Planning Yard/Class Design Services.

g. **Test Equipment, Tools, Jigs, and Fixture:** As a subset of the availability planning process review and recommend improvements to test procedures, test points, general and special purpose test equipment, tools, jigs, and fixtures; review adequacy of test equipment stowage; develop and propose alterations to improve stowage.

h. **Supply Support:** Review all assigned maintenance procedures and tasks for appropriate provisioning technical data against the APL to insure a complete and effective APL and recommend improvements.

0410, 0415 SUPPORT FOR IN-SERVICE ENGINEERING AGENT FOR LCS CLASS UNIQUE SYSTEMS IN FY16-17

410.1 SCOPE

The Contractor shall provide support for in-service engineering agent services for LCS class unique systems IN **FY16-17** in accordance with the statement of work for Line Item 0400.

0420, 0425 SUPPORT IN-SERVICE ENGINEERING AGENT FOR LCS CLASS UNIQUE SYSTEMS IN FY17-18

420.1 SCOPE

The Contractor shall provide support for in-service engineering agent services for LCS class unique systems IN **FY17-18** in accordance with the statement of work for Line Item 0400.

0500 DATA REQUIREMENTS FOR ALL LCS CLASS SUPPORT FUNCTIONS IN FY15-18 (CDRL(S))

500.1 SCOPE

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423.

The Provisioning Technical Documentation (PTD) shall be in accordance with the Provisioning Requirements Introduction (Attachment J-8), the Provisioning Statement of Work (Attachment J-9), the Logistics Management Information (LMI) Worksheets (Attachment J-10), and the Contract Data Requirements List (CDRL), DD Form 1423, and Exhibit A, B and C attached hereto. The contractor shall invoke these PTD requirements in all purchase orders to subcontractors/vendors for the procurement of contractor furnished equipment.

0600 PROVISIONED ITEMS ORDER (PIO) (NAVSEA) (NOV 1996) FOR ITEM(S) 0100, 0105, 0200, 0205 AND 0300, 0305 AND THE FOLLOWING OPTION ITEMS (IF EXERCISED); 0110 THROUGH 0125, 0210 THROUGH 0220, 0310 THROUGH 0325, AND 1020 THROUGH 3221.

600.1 SCOPE

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit a signed SF 1411 (Contract Pricing Proposal) or such other cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders.

(1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data, including SF 1411. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order.

However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability.

(1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

0700 OTHER DIRECT COSTS/TRAVEL

700.1 SCOPE

The contractor shall provide Other Direct Costs (ODC). Other Direct Costs in this instance consist of travel only: both CONUS and OCONUS for Fly-Away teams. All travel cost shall be reported for the Contractor and all support sub-contractors (fixed fee or cost reimbursable.) Labor hours associated with travel shall be billed to the applicable work CLIN to which the travel is supporting.

1010 RESERVED

1015 RESERVED

1020, 1021 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS INDEPENDENCE (LCS 2) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) SRA(d)

1020.1 SCOPE

1. The contractor is required to accomplish the execution planning functions for the **USS INDEPENDENCE (LCS 2) FY16 CNO SCHEDULED AVAILABILITY** per the contract specifications and the detailed data provided by the Government in the contract. All work shall be coordinated with the NSA/Government Designated Rep to ensure that Execution Planning efforts between Contractor and Government Designated Planning Activity/Planning Yard are not duplicated.

2. The Contractor is required to accomplish the execution planning functions described herein utilizing Table C-1 for reference purposes only to accomplish execution planning procedures and processes established by the Contractor using the work specifications, drawings, test procedures and other detailed data provided by the Government in the contract.

NOTE: All LCS class CNO availabilities will include some drydocking requirements with the length of time in drydock determined by the type of CNO availability. Selected restricted availabilities (SRA(d)) shall be planned as six weeks in length with three weeks of drydocking time. Drydocking SRAs (DSRA) shall be planned as twelve week availabilities with six weeks of drydock time or as required by the work package. Each LCS hull will alternate between SRA(d) and DSRA availabilities on a notional 32 month rotation. An LCS class CNO availability schedule as of December 2012 is provided in section F.

NOTE: Notional execution planning schedule below is to be used as a guide for offerors - after award, the contractor shall use the most current milestones at start of planning as listed in the JFMM Volume VI Appendix G1. Optional milestones shall be used as directed by the government.

Table C-1: Planning Milestones

| Event # | Task/Milestone | Responsible Activity | CNO <\$20M | CNO >\$20M | |
|---------|---|----------------------|------------|------------|---|
| 1 | Establish Availability in NMD | MST | A-360 | A-360 | Select the appropriate set of milestones based on the size of the MMBP: CNO <\$20M, CNO >\$20, Enter the selected set of milestones as "Revised" Milestones in NMD. |
| 2 | 50% of D-level maintenance work package 2K's locked based on \$ | MST | A-240 | A-240 | Intent is that the planning activity continually develops specs in the most cost effective manner and not batch this work in front of the next pkg development milestone. |
| 3 | 80% of D-level maintenance work package 2K's locked based on \$ | MST | A-151 | A-155 | Intent is that the planning activity continually develops specs in the most cost effective manner and not batch this work in front of the next pkg development milestone. |
| 4 | * Contractor complete planning and estimating of work assigned as required by the above 80% 2K Lock milestone | Contractor | A-126 | A-130 | Intent is to have a continuous flow of planning quality estimates to eliminate churn in the work package. *Contractor planning and estimating must be complete by A-95 for all Modernization work items defined in the A-120 LOA Lock. |

| | | | | | |
|----|--|-------------------|------|------|--|
| 5 | I-level work package fully brokered | MST /Ship's Force | A-90 | A-90 | Intent is to fully broker all known work to I-level by this date. |
| 6 | 100% of D-level maintenance work package 2K's locked based on \$ | MST | A-92 | A-99 | |
| 7 | Perform risk assessments and verify deliverables to KTR (O,I,D work items and AIT sked reqmts) | MST | A-85 | A-92 | This is to confirm that the KTR has all input for his development of the integrated avail sked. Note that for FFP CMAV KTR will not be identified until A-15, verification with KTR will take place at WPER. |
| 8 | Contractor "publish" pkg in NMD | Contractor | A-85 | A-92 | |
| 9 | Contractor submit final package cost proposal | Contractor | A-71 | A-78 | |
| 10 | Conduct Work Package Execution Review (WPER) - finalize funding | MST | A-30 | A-30 | KTR presents fully planned execution sked (could be a Gantt chart) to the full MT. |
| 11 | Start of Availability | MST | A-0 | A-0 | |

3. Execution Planning requirements include performance of Production Engineering Support, Production Planning, Procurement, Manning & Production Analysis, Production Work Integration, and includes but is not limited to, the following:

a. Providing the necessary management, procurement, test, quality assurance, funding, technical capacity and resources per the requirements of this section. In conjunction with the Project/MST, integrate work plans, set priorities, coordinate, and de-conflict all production work performed during the performance period. Provide the following technical support for the accomplishment of NAVSEA authorized alterations and repairs:

- (1) A Technical Library containing data and drawings necessary to support the planning effort. This should include general technical information (military standards, industry standards, applicable Navy and DOD Directives) as well as Technical Manuals, Ship's Information Books and Ship's Drawings.
- (2) A capability to reproduce technical manuals, reference materials and drawings.
- (3) A word processing capability.
- (4) A capability of on-line access with Haystack Gold, ICAPS 5.0.1, ICAPS, and CDMD-OA for ILS requirements.
- (5) Progress Measurement Systems to show progress to permit the determination of the physical progress of completed work for each of the elements in the scheduling plan, including material, manpower, engineering, production, tests and trials. The progress measurement system shall permit a

direct comparison of the physical progress of completed work to the planned performance measurement baseline for each of the elements in the scheduling system.

- b. Provide and maintain an integrated milestone plan and critical path analysis of a rational, integrated and timely production schedule to be used in the availability for its execution planning and procurement/production phases. The plan's milestones must include those key events necessary to meet contract delivery dates, and shall include the following as a minimum:

- Contractor provided drawing completion date
- Identification of Long Lead Time Material (LLTM)
- Identification of repair LLTM
- Completion of Contractor Ship Check
- Final Work Item completion date
- Program ALT Estimate completion date
- Final Package proposal date
- Submittal of integrated production schedule
- Availability Start Date
- Crew move ashore date
- Machinery Space Production Completion Date
- Habitability Completion date
- Ship Refueling
- Dock Trials
- Fast Cruise
- Sea Trials
- Contract Completion

- c. Develop and utilize a measurement system to determine the progress of the execution planning and procurement/production phases. The system shall permit a direct comparison of the progress of completed work to the integrated milestone plan that is to be developed in subparagraph b.

- d. Conduct ship checks, conduct assessments, prepare Automated Work Requests (AWRs), and develop specifications for CNO availability repair and new work items identified as specified herein. "New work" is defined as work identified after provision of the authorized work package for CNO scheduled availabilities.

(1) Work specifications shall be prepared in accordance with Commander, US Fleet Forces Command Instruction (COMFLTFORCOMINST 4790.3 VII-4-E) and using the NAVSEA Standard Items, Standard Work Items (SWI) and Local Standard Items (LSI) in effect on the date of specification submission.

(2) The use of Class "B" repairs will be minimized. Actual repairs shall be detailed in the Work Item in accordance with 4-E of the JFMM whenever possible.

(3) Work specifications and detailed cost estimates to the paragraph and trade level shall be prepared and stored in Navy Management Database (NMD). Planning products shall be in the 4-E spec format. All Requests for Contract Changes (RCC) shall be entered in the NMD Execution module. All planning documents developed by the Contractor become the property of the U.S. Government for reuse by other activities. When an existing Master Specification Catalog (MSC) template is available it must be used in developing the work specification. If a MSC template is not available for use, and a new work specification is developed, it shall be submitted to the LCS Master Specification Catalog Maintenance Office (MSCMO) membership as a new template candidate. If a MSC template is available, but the work specification must be significantly altered to suit authorized scope of work, or if changes to technical requirements must be made to the work specification, the Contractor shall submit the revised work specification (proposed change) to the LCS MSCMO as either a new template candidate, or an update to an existing template candidate. All template candidates submitted to the LCS MSCMO for

- consideration shall include detailed cost estimates to the paragraph and trade level. All comments and lessons learned must be provided to the Government for review and possible incorporation into the MSC. The LCS MSCMO is responsible for approving and maintaining Class Standard Work Templates (CSWTs) and Standard Work Templates (SWTs) (except for SWT 077-001, Hazardous Waste Produced on Naval Vessels; control, and 992-031, Cleaning and Pumping; accomplish, which are designated as Standard Specification for Ship Repair and Alteration Committee (SSRAC) responsible). The LCS MSCMO will consist of Government Reps/RMC members Code 100/200/400.
- (4) Work Items Specifications and other work products shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy and compliance with provisions of specifications and assignments. The Government is the ultimate approval authority for work item specifications provided by the Contractor. Any corrections found necessary due to error or omission by the contractor, shall be promptly accomplished by the contractor.
- e. Plan and schedule for receipt, storage and installation of the Government Furnished Materials (GFM) identified in the work specifications or by the government. The Government Furnished Material will be delivered to the Contractor at least 30 days prior to start of an availability.
- f. Identify LLTM. When authorized/tasked by the Government, and where practical and economical, the Contractor shall procure, or arrange options for, multi-ship quantities of identical materials.
- g. The Contractor shall participate in periodic meetings, as designated, to facilitate execution planning and status reporting related to LCS Class availabilities, including:
- (1) Surface Team One and Commander Navy Regional Maintenance Center (CNRMC) chartered events (i.e. the Integrated Project Development Team (IPDT)).
 - (2) Discussions of action items resulting from lessons learned following the completion of each scheduled availability.
 - (3) Progress assessments,
 - (4) Planning Board for Maintenance (PB4M) meetings to assign priorities, develop work packages, integrate maintenance efforts and reschedule uncompleted tasks. (Forums will be conducted as agreed to by primary participants: LCS Squadron (LCSRON), SWRMC, Port Engineer, prime execution contractor, Planning Yard, etc.)
 - (5) LCSRON Maintenance/Material Support Team (MST)/Project Team (PT).
- h. The Contractor shall provide/submit Ship Selected Record Drawings (SRDs), Selected Record Data Updates and Technical Manuals to the Planning Yard IAW CDRLs in Exhibit A and other designated Government Representative as directed by the Navy within five days of completion of the availability.
- i. The Contractor shall provide the management, technical, procurement, production, testing, training, MRC updates, and quality assurance necessary to prepare and accomplish the alteration/modernization of ships in each availability in accordance with the requirements stated in the Work Item Specifications, the Delivery Schedule, and all other terms and conditions set forth in the contract. The list of Standard Work Items is listed in Section J.
- j. The Contractor will accomplish the maintenance/modernization per the work items. The Contractor shall develop and submit all work items in accordance with COMFLTFORCOMINST 4790.3 VII-4-E-2 30 JUL 2010/FY-12 titled COMUSFLTFORCOMINST 4790.3 (series) Joint Fleet Maintenance Manual (JFMM), Volume VII, Chapter 4, Contract Specification Development, Appendix 4-E Procedures for the Preparation and Use of Work Items for Ship Repair IAW CDRLs in Exhibit A.
- k. The Contractor shall submit and maintain a detailed Integrated Master Schedule (IMS) to monitor all maintenance/modernization to ensure maximum space utilization, critical path repairs, prevent maintenance work overlap/conflicts and identification of HAZMAT/ESOH maintenance tasking IAW CDRLs in Exhibit

A. The IMS shall include repairs being made, repair time, work overlap and workspace requirement. The IMS shall provide Critical Path Analysis for work to be performed, weekly, monthly, quarterly and annual reports using histograms and descriptive statistics (mean, median, mode).

I. NAVSEA Standard Items shall be invoked on each order issued under the contract. The Fiscal Year (FY) applicability of the NAVSEA Standard Items will be determined by the issue date of the order. Whereas Standard Items are applicable to vessels undergoing overhauls and repair, the Contractor shall review each Standard Item for applicability to the contract and propose changes/deviations to the Standard Items by letter to the ACO/COR.

m. The Contractor shall ensure material ordering is traceable back to the Job Control Number (JCN)/Job Sequence Number (JSN) or Automated Work Request (AWR) level and, if applicable, the Work Specification.

n. The Contractor shall submit a fiscal year funding phasing plan for 30 days after award of this contract and 90 days prior to the start of the new fiscal year (October 1) IAW CDRL. The plan shall identify by month and quarter the expected funding requirements to execute the scope of the contract.

1025 , 1026 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS FOR USS INDEPENDENCE (LCS 2) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) SRA(d)

1025.1 SCOPE

1. The Contractor shall accomplish the Execution functions for **USS INDEPENDENCE (LCS 2) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the following statement of work.

Requirements of this item include, but are not limited to, the following:

a. In conjunction with the Government Designated Planning Activity, provide the management, technical, procurement, production, testing and quality assurance necessary to prepare and accomplish the maintenance, repair and alteration of **USS INDEPENDENCE (LCS 2) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the requirements stated in this Section, the Work Item Specifications contained in Section J Attachment 1, the Delivery Schedule specified in Section F, and all other terms and conditions set forth in this contract.

b. In conjunction with the Government Designated Planning Activity, accomplish planning and scheduling to ensure a rational, integrated and timely plan for receipt, storage and installation of Government Furnished Material as identified in work item specifications, and for accomplishment of production work. Provide an integrated milestone plan for the availability. These milestones will include a schedule of key events necessary to meet the contract delivery dates. A critical path analysis (if required) and a milestone schedule shall be used to measure schedule accomplishment of the functions and elements required to successfully complete the repair and alteration of **USS INDEPENDENCE (LCS 2) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY** within the availability dates in Section F.

c. Utilize Progress Measurement Systems to permit the determination of the physical progress of completed work for each of the elements in the scheduling plan, including material, manpower, engineering, production, tests and trials. The progress measurement system shall permit a direct comparison of the physical progress of completed work to the planned performance measurement baseline for each of the elements in the scheduling system. Contractor shall submit Cost/Schedule Status Reports IAW CDRLs in Exhibit A.

d. Establish management procedures and systems to identify behind schedule conditions and unfavorable schedule variances, using the scheduling systems performance measurement baseline and the progress measurement systems. The applied systems and procedures shall provide timely identification of scheduling problem areas to permit prompt management action to correct unsatisfactory conditions.

e. Apply stringent change control procedures to ensure timely identification and incorporation of new work. "New work" is identified after provision of the authorized availability Package. Growth work will be related to a previously identified work specification item. New work will not be related to any previously authorized work specification item, and the work will be assigned a new specification item number.

(1) GROWTH WORK

When tasked, the contractor shall prepare and submit growth work specifications in the 4-E Format. Each work item shall include work operations, trade skills involved, material requirements, estimated man-hours by trades and schedule of which work is to be completed. The ACO will review each costed work item when submitted. Authorization to proceed with the work will be provided by the ACO and will be subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable.

(2) NEW WORK

All new work specifications written by the Contractor shall be authorized by the ACO, and approved by the NSA/Government Designated Rep. Upon receipt of a new work specification, the Contractor shall propose a change in the estimated cost and fee to be incorporated into Section B. Each work item shall include work operations, trade skills involved, material requirements, estimated man-hours by trades and schedule of which work is to be completed. The NSA/Government Designated Rep will review and approve each work package. Authorization to proceed with new work shall only be granted by the ACO, only after the work has been priced, and will be subject to the LIMITATION OF FUNDS CLAUSE or the LIMITATION OF COST CLAUSE as applicable. Once authorization is granted, the Contractor shall update his manning and production analysis.

f. The Navy intends that all basic and new work authorized for the repair and alteration of ships be compatible with the scheduled availability duration. The Contractor shall accomplish all new work within the scheduled availability duration or inform the ACO as soon as practicable of schedule impacts. Any schedule impacts must be approved by the ACO prior to proceeding with the work.

g. Drawings, data and other work products shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy and compliance with provisions of specifications and assignments. The Government is the ultimate approval authority for specifications and drawings provided by the Contractor. Any corrections to drawings or other work products found necessary due to error or omission by the contractor shall be promptly accomplished by the contractor. The Contractor shall account for government approval in their scheduling time line. The contractor shall be responsible for ensuring that interference-free, technically accurate drawings are received and for calling to the attention of the NSA/Government Designated Rep, orally and in writing, any interface and interference problems requiring revision to drawings.

h. The Contractor shall submit the Liaison Action Record (LAR) IAW CDRLs in Exhibit A and will utilize the eLAR process as outlined in NSTS 9090-100A for communication with the Government when issues arise over data delivered via Technical Data Packages (TDP).

(1) In the event of drawing error, modification to alteration package, changed ship conditions, etc., respond in a timely, supportive manner to LAR design clarification inquiries.

(2) Utilize an automated class log, shared with the Government and Planning Yard, identifying each LAR, general nature of the request and coordinate future ships to which the Ship Change referenced in the LAR applies.

i. The Contractor shall include the Planning Yard in all correspondence due to the Planning Yard's role to maintain Configuration Management (CM), Data Management (DM) and Reliability, Maintainability and Availability (RMA) for the LCS Class.

j. The Contractor shall submit Job Close Out Data IAW CDRL Exhibit A.

k. Apply approved quality assurance and anti-counterfeit procedures as required by this contract and the associated specifications to ensure that procured material and performed production work will achieve and maintain the required quality standards.

l. The Contractor is required to comply with the documents identified in the following table, or their subsequent revisions in effect at time of contract award or option exercise as well as applicable current instructions, general specifications, type plans, naval ship technical manuals and directives from the Naval Sea Systems Command, shall be used in the technical requirements of work under the contract.

| SPECIFICATIONS/ STANDARDS / TECHNICAL REQUIREMENTS | |
|--|---|
| NAVSEA S9AA0-AB-GOS-010/GSO | General Specifications for Overhaul of Surface Ships |
| ASME-Y14.100M ASME-Y14.24 ASME-Y14.34M ASME-Y14.35M | Engineering Drawing Practices Types and Applications Of Engineering Drawings (Chapter 200 of MIL-STD-100) Associated Lists (Chapter 700 of MIL-STD-100) Revision Of Engineering Drawings and Associated Lists (Chapter 600 of MIL-STD-100) |
| MIL-DTL-31000B | Technical Data Packages, General Specification For |
| EIA 649 dated 2/1/1999 | National Consensus Standard For Configuration Management |
| MIL-HDBK-61A | Configuration Management Guidance |
| MIL-PRF-49506 | Performance Specification Logistics Management Information |
| MIL-PRF-5480G | Performance Specification Data, Engineering and Technical: Reproduction |
| MIL-STD-38784 Notice (2) | Standard Practice For Manuals, Technical: General Style and Format Requirements |
| MIL-STD-2042 | Fiber Optic Cable Topology Installation Standard Methods For Naval Ships |
| NAVAL INSTRUCTIONS | |
| Joint Fleet Forces Maintenance Manual Volume 7 | Ship Repair Contracting Manual |
| SL720-AA-MAN-030 | Navy Modernization Process Management and Operational Manual (NMPMOM) |
| NAVSEAINST 4790.1A | Expanded Ship Work Breakdown Structure (ESWBS) for Ships, Ship Systems and Combat Systems |
| S9040-AC-IDX-010 | Ships 3-M Reference Information CD (This CD contains the ESWBS information-- Expanded Ship Work Breakdown 5D VOL. 1 Structure for Ships, Ships Systems and Combat Systems VOL. 2 Users Guide for the Expanded Ship) |
| OTHER DOCUMENTS | |
| OPNAV Memo Ser N4143/4U737251 dtd 22 Jul 2004 | Navy Frequency Radio Identification (RFID) |
| SECNAV Inst. 4440.34 dtd 22 Dec 2009 | Implementation of Item Unique Identification within the Department Of the Navy |
| OUSD Action Memo dated 22 Jun 2009 | Department of Defense Reliability, Availability, Maintainability and Cost Rationale Report Manual |
| USD DTM 11-003 dated 21 Mar 2011 | Reliability Analysis Planning, Tracking and Reporting |

m. Fiber Optic cables and components possess unique handling and installation requirements. The components shall be qualified or approved in accordance with the Qualified Products List (QPL) or the Navy Recommended Fiber Optic Components Parts List. The design, testing, installation, stowage and handling of fiber optic cables and their associated components shall be in accordance with MIL-STD-2052 and MIL-STD-2042 using MIL-HDBK-2051 as guidance. Current Navy reference guidance is available on the Navy Shipboard Fiber Optics website, <https://fiberoptics.nswc.navy.mil>.

n. If tasked The contractor shall perform IUID tasking to include but not limited to Item Unique Identification (IUID) tagging and update of NAVY IUID registry. The Contractor shall provide IUID file to Planning Yard via the eLAR process to upload to Configuration Data Managers' Database Open Architecture (CDMD-OA).

o. **CONDITION FOUND REPORT (CFR):** If materiel discrepancies are discovered during the performance of a work item that exceed the scope of the work specification, the Contractor shall record and report those discrepancies to the Government via the Condition Found Report (CFR) process IAW CLIN 0300 para 1.b and the CDRL in Exhibit A.

p. **PREMIUM TIME**

As part of the contractor's proposal for accomplishing an availability, the contractor will propose the necessary overtime hours. Overtime will not be proposed or negotiated as a percentage of the overall hours. Contractors will propose overtime hours for each work item that requires the use of overtime and must be approved by the Government Designated Rep prior to implementation of the overtime.

(1) When establishing the proposed overtime amount for each work item, contractors will consider such things as:

- (a) Historical use of overtime hours for the work item in previous availabilities;
- (b) Length and time allotted to accomplish the availability;
- (c) Amount and nature of work to be accomplished;
- (d) Number of hours for each trade to accomplish the work;
- (e) Manpower resources available to the contractor to include the number of personnel required by trade;
- (f) Point in time on the critical path of the availability that the work needs to be accomplished;
- (g) Other pertinent facts pertaining to the need for proposed overtime.

(2) The contractor's proposal, when submitted, will contain all the supporting data and assumptions that were used in deriving the per work item overtime hour allotments.

q. If tasked, the Contractor shall prepare ship specific installation drawings IAW the CDRLs in Exhibit A, subject to Government Designated Planning Activity/Planning Yard approval, and ultimate approval by the Government for repeat SHIPALTs. Drawings shall be prepared in accordance with NAVSEA Technical Specification 9090-600.

r. If tasked, the Contractor shall compile an Actual Weight and Moment Report and/or stability study, through liaison with the Government Designated Planning Activity/Planning Yard in accordance with General Specification for Overhaul of Surface Ships (S9AA0-AB-GOS-010) and the Navy Modernization Process Management and Operational Manual (NMPMOM) (SL720-AA-MAN-030).

s. The Contractor shall develop and provide red line/ "as built" drawings. The Contractor shall not modify the basic design features of the engineering data provided by the Government. If the contractor deems modifications necessary, the Contractor shall follow the Liaison Action Request (LAR), Engineering Change Proposals and Request for Deviations & Waivers procedures of NAVSEA Technical Specification 9090-100.

t. The Contractor shall accomplish maintenance/modernization on identified critical systems by creating and accomplishing Process Control Procedures (PCPs). Critical systems maintenance shall be required to utilize COMUSFLTFORCOMINST 4790.3 (series) Joint Fleet Maintenance Manual (JFMM), Volume VII, Chapter 4, CNRMC Ltr 4700 Ser C200/193 dtd 19 Sep 2014. The Contractor shall utilize an Enterprise Asset Management (EAM) database or equivalent system for a standard template and a PCP repository.

u. The Contractor shall submit to the Government recommended changes to Technical Data and documentation to include but not limited to Publications, Manuals and procedures following contractor-executed maintenance or modernization items which impact a ship's configuration IAW CDRLs in Exhibit C.

v. The Contractor shall comply with the 40% small business-subcontracting requirement in accordance with the “Small Business Subcontracting Requirement” clause in Section H. The Contractor’s adherence to this subcontracting plan will be evaluated by the Award Fee Evaluation Board (AFEB) as part of each Determination of Fee evaluation (See Section B – Determination of Fee). The Contractor shall submit Small Business Subcontractor Reports IAW CDRLs in Exhibit A.

w. The Contractor shall submit a fiscal year funding phasing plan for 30 days after award of this contract and 90 days prior to the start of the new fiscal year (October 1) IAW CDRL. The plan shall identify by month and quarter the expected funding requirements to execute the scope of the contract.

1030, 1031 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS FORT WORTH (LCS 3) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) SRA(d)

1030.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS FORT WORTH (LCS 3) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1020.

1035, 1036 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS FORT WORTH (LCS 3) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) SRA(d)

1035.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS FORT WORTH (LCS 3) FY16 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1025.

1040, 1041 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS CORONADO (LCS 4) FY17 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) SRA(d)

1040.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS CORONADO (LCS 4) FY17 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1020.

1045, 1046 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS CORONADO (LCS 4) FY17 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) SRA(d)

1045.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS CORONADO (LCS 4) FY17 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1025.

1050, 1051 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS FREEDOM (LCS 1) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) DSRA

1050.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS FREEDOM (LCS 1) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1020.

1055, 1056 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS FREEDOM (LCS 1) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) DSRA

1055.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS FREEDOM (LCS 1) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1025.

1060, 1061 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS INDEPENDENCE (LCS 2) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) DSRA

1060.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS INDEPENDENCE (LCS 2) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1020.

These execution planning products shall be developed IAW JFFM milestones and the resulting products over the Government upon completion.

1070, 1071 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS MILWAUKEE (LCS 5) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY (OPTION) SRA(d)

1070.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS MILWAUKEE (LCS 5) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1020.

These execution planning products shall be developed IAW JFFM milestones and the resulting products over the Government upon completion.

1080, 1081 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS JACKSON (LCS 6) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY OPTION) SRA(d)

1080.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS JACKSON (LCS 6) FY18 DRY DOCKING CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1020.

These execution planning products shall be developed IAW JFFM milestones and the resulting products over the Government upon completion.

1140, 1141 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY (OPTION)

1140.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1020.

1145, 1146 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY (OPTION)

1145.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1025.

1150, 1151 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY (OPTION)

1150.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1020.

1155, 1156 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY (OPTION)

1155.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1025.

1160, 1161 ACCOMPLISH THE EXECUTION PLANNING FOR THE REPAIR AND ALTERATION REQUIREMENTS FOR USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY (OPTION)

1160.1 SCOPE

The Contractor shall accomplish planning, document preparation, engineering, procurement, prefabrication, shipyard production work, and any other work necessary to prepare for and accomplish the Repair and Alteration of **USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1020.

1165, 1166 ACCOMPLISH THE REPAIR AND ALTERATION REQUIREMENTS OF USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY (OPTION)

1165.1 SCOPE

The Contractor shall accomplish the Execution functions for **USS TBD (LCS TBD) FY15-18 CNO SCHEDULED AVAILABILITY** in accordance with the statement of work for Line Item 1025.

2010, 2011 ACCOMPLISH SHIP ASSESSMENTS FOR USS FREEDOM (LCS 1) IN FY15-18

2010.1 SCOPE

1. General

(1) In keeping with COMNAVSURFOR Maintenance Policy, this CLIN provides for the accomplishment of ship assessments by the prime Contractor when the requirements are identified by the Maintenance Team using various Standard Work Templates (SWTs) within the following guidelines.

2. Ship Assessments

a. When tasked by the Government, the contractor shall plan and execute Standard Work Templates (SWTs) for ship assessments during periods that the ship is available. This may be accomplished during or outside of CNO Repair and Alterations, CMAVs, PMAVs, WOOs, EMs or WOOs for the purposes of inspecting, assessing and reporting deficient materiel conditions of the ship in support of TYCOM, ISIC, Afloat Training Group, ISEA, TSRA or similar assessments and inspections of a ship. All assessment results, whether satisfactory or unsatisfactory, shall be documented using the OPNAV 4700 2-Kilo or Automated Work Request (AWR). The results will be submitted to the Government Port Engineer, Project Manager, and Surface Maintenance, Engineering, Planning, and Program (SURFMEPP) Detachment representative for review and inclusion in upcoming CNO Repair and Alteration, CM, EM, or WOO specification packages.

(1) The contractor shall provide qualified technical personnel and resources per the requirements of this section and the Standard Work Templates (SWTs) invoked for ship assessments. In conjunction with these inspections, the contractor will integrate work requirements, set priorities, coordinate with the ship, and de-conflict all ship assessments as agreeable by the Government Maintenance Team.

(2) Work products shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy and compliance with provisions of standard work specifications (SWTs) and assignments. The Government is the ultimate approval authority for review for 2-Kilos and Automated Work Request (AWR) provided by the Contractor. Any corrections found necessary due to error or omission by the contractor, shall be promptly corrected by the contractor.

(a) All materiel condition assessments shall be executed using tasks residing in the Class Maintenance Plan (CMP). Scheduled assessment tasks have been validated by an approved Reliability Centered Maintenance analysis to be applicable and effective. Scheduling of these tasks is based on the last accomplishment date and task periodicity. These tasks are included in the ship's Baseline Availability Work Package (BAWP) provided by SUBMEPP/SURFMEPP and are placed on the Current Ships Maintenance Project (CSMP) 140 days after the conclusion of the ship's CNO availability.

Scheduled tasks include, but are not limited to, coating and structural assessment of tank/voids, interior compartments, superstructure, masts, accommodation ladder structural assessments, compressed air system flask assessments, electrical switchboard and distribution IR surveys, dumbwaiter operational and structural assessments, cargo elevator operational and structural assessments. Scheduled tasks can also be pulled if circumstances warrant, and the last accomplished date will be properly updated. Unscheduled assessments can be pulled from the CMP by the Government Maintenance Team if there is evidence of need (such as degraded performance, errors, or other indication of problems) or by the Regional Maintenance Center (RMC) in support of TYCOM endorsed assessment programs. The Government Maintenance Team shall validate, screen, and broker all CMP task 2-Kilos to the appropriate assessing activity.

(b) Only procedures specified in the CMP task shall be used to execute assessments. Information addressing assessment requirements found not to be included within the CMP task, such as local practices, In-Service Engineering Activity unique items, RMC practices, etc., shall be forwarded using the Feedback Report (FBR) process for review and approval as an acceptable addition to the CMP database. If not approved, these practices shall not be used by any activity.

(c) The Government Maintenance Team will make the preliminary determination of the most appropriate source for all off-ship activity work for its assigned ships. Decisions made by the Port Engineer, with concurrence from the Maintenance Team, shall be in compliance with policies in this instruction, reference (a), and guidance provided by the cognizant RMC.

b. This item includes the ship assessment functions necessary to support work for LCS class ships whether in homeport or at sea or deployed in remote locations.

c. These ship assessment functions shall be accomplished per the direction of the ACO and the requirements of this contract. No later than 60 days following the completion of each Award Fee evaluation period, submit a cost report to the appropriate RMC listing each Standard Work Item (SWT) assigned for ship assessments. This report shall be consistent with the cost elements used for the annual incurred cost submissions required by FAR 52.216-7 under this contract. Cost to be returned at the Standard Item 009-99 and OPNAV 4700 2K levels.

2020, 2021 ACCOMPLISH SHIP ASSESSMENTS FOR USS INDEPENDENCE (LCS 2) IN FY15-18

2020.1 SCOPE

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2030, 2031 ACCOMPLISH SHIP ASSESSMENTS FOR USS FORT WORTH (LCS 3) IN FY15-18

2030.1 SCOPE

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2040, 2041 ACCOMPLISH SHIP ASSESSMENTS FOR USS CORONADO (LCS 4) IN FY15-18**2040.1 SCOPE**

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2050, 2051 ACCOMPLISH SHIP ASSESSMENTS FOR USS MILWAUKEE (LCS 5) IN FY15-18**2050.1 SCOPE**

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2060, 2061 ACCOMPLISH SHIP ASSESSMENTS FOR USS JACKSON (LCS 6) IN FY15-18**2060.1 SCOPE**

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2070, 2071 ACCOMPLISH SHIP ASSESSMENTS FOR DETROIT (LCS 7) IN FY15-18**2070.1 SCOPE**

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2080, 2081 ACCOMPLISH SHIP ASSESSMENTS FOR USS MONTGOMERY (LCS 8) IN FY15-18**2080.1 SCOPE**

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2100, 2101 ACCOMPLISH SHIP ASSESSMENTS FOR USS GABRIELLE GIFFORDS (LCS 10) IN FY15-18**2100.1 SCOPE**

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2120, 2121 ACCOMPLISH SHIP ASSESSMENTS FOR USS OMAHA (LCS 12) IN FY15-18**2120.1 SCOPE**

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2140, 2141 ACCOMPLISH SHIP ASSESSMENTS FOR USS MANCHESTER (LCS 14) IN FY15-18

2140.1 SCOPE

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2160, 2161 ACCOMPLISH SHIP ASSESSMENTS FOR USS TULSA (LCS 16) IN FY15-18

2160.1 SCOPE

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2180, 2181 ACCOMPLISH SHIP ASSESSMENTS FOR USS TBD (LCS TBD) IN FY15-18

2180.1 SCOPE

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2200, 2201 ACCOMPLISH SHIP ASSESSMENTS FOR USS TBD (LCS TBD) IN FY15-18

2200.1 SCOPE

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

2220, 2221 ACCOMPLISH SHIP ASSESSMENTS FOR USS TBD (LCS TBD) IN FY15-18

2220.1 SCOPE

The Contractor shall accomplish ship assessments for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 2010.

3010, 3011 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS FREEDOM (LCS 1) IN FY15-18**3010.1 SCOPE****1. Accomplish Non-Scheduled Repairs and Alteration Requirements between CNO Scheduled Availabilities For LCS Class Ships Homeported In And/or Visiting San Diego, CA (Option)**

Continuous Maintenance Availabilities (CMAV) can be defined as an availability that will occur three times per year/every four months and two weeks in duration. CMAV will include corrective/emergent maintenance but could contain Planned Maintenance as well as modernization.

The Contractor shall provide the management, technical, procurement, production, testing, training, MRC updates, and quality assurance necessary to prepare and accomplish the alteration/modernization of ships in each availability in accordance with the requirements stated in the Work Item Specifications, the Delivery Schedule, and all other terms and conditions set forth in the contract. The list of Standard Work Items is listed in Section J.

- a. This item includes continuous maintenance and emergent-type work for USS FREEDOM (LCS 1). Such work shall be performed during the Continuous Maintenance Periods, PMAVS and WOOs when ships are available between deployments and other at-sea missions and exercises.
- b. The contractor may be required to provide on-site non-scheduled repair support to ships at remote locations and OCONUS. This work shall be accomplished per the direction of the ACO and the requirements of this contract.
- c. The Contractor shall have the ability to respond to emergent type work as directed by the appropriate RMC, who will determine the appropriate level of response based upon the severity of the casualty and location of the vessel. The Contractor shall not begin work on these requirements prior to the placement of orders by the Administrative Contracting Officer (ACO). The Government reserves the right to order these requirements elsewhere, at its discretion. Nonscheduled work is normally comprised of emergency/emergent or continuous maintenance work.
- d. The Contractor shall submit cost/status reports based Progress Measurement Systems. In addition, the Contractor shall submit Job Close Out Data IAW CDRLs in Exhibit A.
- e. The Contractor shall provide/submit Ship Selected Record Drawings (SRDs), Selected Record Data Updates and Technical Manuals to the Planning Yard IAW CDRLs in Exhibit A and other designated Government Representative as directed by the Navy within five days of completion of the availability.
- f. The Contractor shall utilize the Liaison Action Record (LAR) services/electronic LAR (eLAR) process as outlined in NSTS 9090-100A for communication with the Planning Yard and the Government. The Contractor shall provide LARs/eLARs:
 - (1) In the event of drawing error, modification to alteration package, changed ship conditions, etc., respond in a timely, supportive manner to LAR design clarification inquiries.
 - (2) Utilize an automated class log, shared with the Government and Planning Yard, identifying each LAR, general nature of the request and coordinate future ships to which the Ship Change referenced in the LAR applies.
- g. The Contractor will accomplish the maintenance/modernization per the work items. The Contractor shall develop and submit all work items in accordance with COMFLTFORCOMINST 4790.3 VII-4-E-

2 30 JUL 2010/FY-12 titled COMUSFLTFORCOMINST 4790.3 (series) Joint Fleet Maintenance Manual (JFMM), Volume VII, Chapter 4, Contract Specification Development, Appendix 4-E Procedures for the Preparation and Use of Work Items for Ship Repair IAW CDRLs in Exhibit A.

h. The Contractor shall include the Planning Yard in all correspondence due to the Planning Yard's role to maintain Configuration Management (CM), Data Management (DM) and Reliability, Maintainability and Availability (RMA) for the LCS Class.

i. The Contractor shall accomplish maintenance/modernization on identified critical systems by creating and accomplishing Process Control Procedures (PCPs). Critical systems maintenance shall be required to utilize COMUSFLTFORCOMINST 4790.3 (series) Joint Fleet Maintenance Manual (JFMM), Volume VII, Chapter 4, CNRMC Ltr 4700 Ser C200/193 dtd 19 Sep 2014. The Contractor shall utilize an Enterprise Asset Management (EAM) database or equivalent system for a standard template and a PCP repository.

j. The Contractor shall comply with the 40% small business-subcontracting requirement in accordance with the "Small Business Subcontracting Requirement" clause in Section H. The Contractor's adherence to this subcontracting plan will be evaluated by the Award Fee Evaluation Board (AFEB) as part of each Determination of Fee evaluation (See Section B – Determination of Fee). The Contractor shall submit Small Business Subcontractor Reports IAW CDRLs in Exhibit A.

k. The Contractor shall ensure material ordering is traceable back to the Job Control Number (JCN)/Job Sequence Number (JSN) or Automated Work Request (AWR) level and, if applicable, the Work Specification.

l. The Contractor shall submit a fiscal year funding phasing plan for 30 days after award of this contract and 90 days prior to the start of the new fiscal year (October 1) IAW CDRL. The plan shall identify by month and quarter the expected funding requirements to execute the scope of the contract.

2. **CONDITION FOUND REPORT (CFR):** If materiel discrepancies are discovered during the performance of a work item that exceed the scope of the work specification, the Contractor shall record and report those discrepancies to the Government via the Condition Found Report (CFR) process IAW CLIN 0300 para 1.b and the CDRL in Exhibit A.

3020, 3021 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS INDEPENDENCE (LCS 2) IN FY15-18

3020.1 SCOPE

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3030, 3031 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS FORT WORTH (LCS 3) IN FY15-18

3030.1 SCOPE

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3040, 3041 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS CORONADO (LCS 4) IN FY15-18**3040.1 SCOPE**

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3050, 3051 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS MILWAUKEE (LCS 5) IN FY15-18**3050.1 SCOPE**

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3060, 3061 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS JACKSON (LCS 6) IN FY15-18**3060.1 SCOPE**

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3070, 3071 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS DETROIT (LCS 7) IN FY15-18**3070.1 SCOPE**

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3080, 3081 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS MONTGOMERY (LCS 8) IN FY15-18**3080.1 SCOPE**

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3100, 3101 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS GABRIELLE GIFFORDS (LCS 10) IN FY15-18 (OPTION)**3100.1 SCOPE**

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3120, 3121 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS OMAHA (LCS 12) IN FY15-18 (OPTION)

3120.1 SCOPE

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3140, 3141 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS MANCHESTER (LCS 14) IN FY15-18 (OPTION)

3140.1 SCOPE

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3160, 3161 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS TULSA (LCS 16) IN FY15-18 (OPTION)

3160.1 SCOPE

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3180, 3181 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS TBD (LCS TBD) IN FY15-18 (OPTION)

3180.1 SCOPE

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

3200, 3201 ACCOMPLISH NON-SCHEDULED EMERGENT AND CONTINUOUS MAINTENANCE REPAIRS AND ALTERATION REQUIREMENTS FOR USS TBD (LCS TBD) IN FY15-18 (OPTION)

3200.1 SCOPE

The Contractor shall accomplish non-scheduled emergent and continuous maintenance repairs and alteration requirements between CNO scheduled availabilities for the subject seaframe (hull) **IN FY15-18** in accordance with the statement of work for Line Item 3010.

4000 - 4031 RESREVED

ASBESTOS, POLYCHLORINATED BIPHENYLS (PCB'S) AND OTHER REGULATED SUBSTANCES

A. For the purposes of this contract, regulated substances are those substances (excluding radioactive material) for which:

1. Applicable federal, state or local regulations, or the safety and health standards cited in Section C - General Requirement "Department of Labor Occupational Safety and Health Standards for Ship Repair" may require special exposure control measures to protect worker health and safety, or

2. In the absence of the specific regulations and standards, the Contractor shall utilize Occupational Safety and Health Act (OSHA) recognized standards for identifying and controlling substances, and requiring special exposure control measures to protect workers in accordance with Section 5(a)(1) of Public Law 91-596 OSHA.

Such measures include, but are not limited to, respiratory protection, protective clothing, industrial hygiene surveys and workplace controls such as containment and ventilation.

B. The Government will remediate or reduce the amount of any identified substance determined to be in such concentrations as to require worker protection measures in the workplace environment as required by paragraph A to the extent such remediation or removal is feasible.

C. Despite the best efforts of the Contractor and Government personnel to anticipate and remediate any conditions where the workplace environment is affected by asbestos, PCB's or other regulated substances, the Contractor may nevertheless encounter unanticipated situations where worker protection measures are required. In this case:

1. The Contractor shall not be relieved of his duty to continue to perform the requirements of this contract, including taking any actions necessary to comply with Section C - General Requirement "Department of Labor Occupational Safety and Health Standards for Ship Repair."

2. Any Contractor effort, except for that specified in paragraph C.3. below, resulting from the actions of paragraph C.1. above shall be an allowable cost under this contract but shall not be the subject of equitable adjustment under the "Changes" clause of this contract.

3. Cost and/or schedule impact resulting from remediation measures (i.e. clean up) required by paragraph A. above and worker protection measures in a level greater than the worker protection measures the Contractor must employ to comply with paragraph C.1. above, shall be the subject of equitable adjustment under the "Changes" clause of this contract.

CLAUSES INCORPORATED BY FULL TEXT

ACCESS TO THE NAVY SUPPLY SYSTEM (NAVSEA) (MAR 2011)

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES" (FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipments, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipments and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor

personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

CLAUSES INCORPORATED BY FULL TEXT

ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

HQ C-2-0005 ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non U.S. citizen employees, including procedures to update data as non U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non U.S. citizens of hostile and/or communist controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22 M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (g) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).

CLAUSES INCORPORATED BY FULL TEXT

ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0007 APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

HQ C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

CLAUSES INCORPORATED BY FULL TEXT

COMMAND INSPECTION OF BERTHING FACILITIES (NAVSEA) (OCT 1990)

(a) Once the ship's force takes occupancy of a berthing facility, it is recognized that the premises will be under the control of the Department of the Navy and subject to inspections by the Commanding Officer or his duly authorized representative(s). In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline and (2) the Navy's policy to conduct regularly scheduled periodic inspections, the Contractor hereby agrees that while its berthing facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct command inspections of the berthing facilities occupied by ship's force.

(b) In instances where the Contractor is using commercial facilities to satisfy the berthing requirement, the Contractor hereby agrees to insert the following requirement in any Subcontract for berthing facilities to be provided under this Contract:

(c) In recognition of (1) the Navy's need to ensure security, military fitness, and good order and discipline, and (2) the Navy's policy to conduct regularly scheduled periodic inspections, **TBD**¹ (insert names of Subcontractor) hereby agrees that while its facilities are occupied by ship's force, the Commanding Officer or his duly authorized representative(s) has (have) the right to conduct Command inspections of the facilities occupied by ship's force.

¹ To be completed by the ACO.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the

computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

CLAUSES INCORPORATED BY FULL TEXT

CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TBD¹ dated TBD¹ in response to NAVSEA Solicitation No. N00024-13-R-4305.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

¹To be completed by the Offeror.

CLAUSES INCORPORATED BY FULL TEXT

DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA) (SEP 1990)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by

the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

CLAUSES INCORPORATED BY FULL TEXT

DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

- (a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.
- (b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.
- (c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY" (FAR 52.245-1) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

CLAUSES INCORPORATED BY FULL TEXT

DOCK TRIALS AND FAST CRUISE (NAVSEA) (MAY 1993)

- (a) Dock Trials. The purpose of this trial is to conduct preliminary tests necessary to ensure that the ship is ready for operating at sea. Ship's personnel will conduct all tests and perform all operational functions; however, Contractor personnel will observe tests, record data, and make minor repairs and adjustments as necessary. The dock trial shall be scheduled in accordance with Work Item **982-11**. Contractor personnel are not to interfere with functions of ship's personnel.
- (b) Fast Cruise. The "fast cruise" is a simulated underway period. The purpose of fast cruise is to test to the maximum extent possible, the ship's material and operational readiness condition. This includes normal watch stations and engineering casualty control procedures. Contractor personnel will not be allowed onboard during this period unless specifically requested by the Supervisor. Fast cruise shall be scheduled after dock trials and prior to sea trials as cited in Specification Item **982-11**.

CLAUSES INCORPORATED BY FULL TEXT

DRYDOCK CERTIFICATION (NAVSEA) (MAY 1993)

The drydocking of all vessels on or after 1 January 1980 shall be accomplished in dry docks certified in accordance with MIL-STD-1625C(SH) dated 25 August 1987.

CLAUSES INCORPORATED BY FULL TEXT

EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

CLAUSES INCORPORATED BY FULL TEXT

EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

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GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Contracting Officer. Notwithstanding any such identification in the Special Contract Requirements or approval by the Contracting Officer, the Contractor agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

CLAUSES INCORPORATED BY FULL TEXT

HEAVY WEATHER PLAN (NAVSEA) (JUN 1999)

In order to ensure that Naval vessels and material are protected during gales, storms, hurricanes and destructive weather, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Shipbuilding, Conversion and Repair, U.S. Navy, a copy of such HWP, and shall make such changes in the plan as the Supervisor considers necessary and reasonable to protect and care for vessels and machinery and equipment to be installed therein.

In the event the Supervisor directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0030 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009)

- (a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.
- (b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.
- (c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:
 - (1) The Contracting Officer may at any time by written order:
 - (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or
 - (ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

- (1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or
- (2) By submitting a request to the
 Department of Defense Single Stock Point (DoDSSP)
 Building 4, Section D
 700 Robbins Avenue
 Philadelphia, Pennsylvania 19111-5094
 Telephone (215) 697-6396
 Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

HQ C-2-0031 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

- (1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or

(2) By submitting a request to the
 Department of Defense Single Stock Point (DoDSSP)
 Building 4, Section D
 700 Robbins Avenue
 Philadelphia, Pennsylvania 19111-5094
 Telephone (215) 697-6396
 Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

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PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

CLAUSES INCORPORATED BY FULL TEXT

PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (JAN 2008)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

- (1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006
- (2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and;
- (3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
- (v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS;
- (vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
- (vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

| <u>Printing</u> | <u>Minimum number of working Days required by DAPS</u> |
|-------------------------------------|--|
| Up to 200 copies per original | 30 |
| 201 through 400 copies per original | 40 |
| 401 through 600 copies per original | 50 |
| 601 copies per original and over | 60 |

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS or a contract printer designated by DAPS) shall be borne by the Government.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0044 PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

CLAUSES INCORPORATED BY FULL TEXT

QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)

(a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, ACN Notice 1 of 16 Feb 99. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.

(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of SEA 08. Because of health and safety considerations, such matters will continue to be handled as directed by SEA 08.

CLAUSES INCORPORATED BY FULL TEXT

REMOVALS (NAVSEA) (SEP 1990)

The Contracting Officer may, by written notice to the Contractor, direct removal of any or all of the property from storage. Within the shortest practicable time after receipt of such notice, but in no event more than thirty (30) days thereafter, unless a longer period is agreed to by the parties hereto, the Contractor will dismantle, prepare for shipment and load the item of property affected, on a common carrier at the place of storage in accordance with sound industrial practice and such instructions as the Contracting Officer may issue. The Contracting Officer may, by written notice to the Contractor direct the return of any item of the property removed, and the Contractor shall store the property at the Plant as provided for in Section F. In the event such items are removed and forwarded to a Government depot or to a party other than the Contractor, removal and return to storage of said items shall be at the expense of the Government.

CLAUSES INCORPORATED BY FULL TEXT

REQUISITIONS FROM THE FEDERAL SUPPLY SYSTEM (NAVSEA) (JUL 1992)

Requisitions for Government Furnished Material from the Federal Supply System which are requisitioned by a contractor, or are to be shipped directly to a contractor, must be submitted to the following Management Control Activity (MCA)¹:

MCA (Name): _____
 Telephone: _____
 Address: _____

For purposes of requisitions of Government Furnished Material from the Federal Supply System, the Contractor:

☐ has been assigned Defense Activity Address Code (DODAAC) _____ ;

☐ the Naval Sea Systems Command has requested assignment of a DODAAC by the Navy Accounting and Finance Center (NAFC).

¹ To be completed by the ACO.

CLAUSES INCORPORATED BY FULL TEXT

SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

CLAUSES INCORPORATED BY FULL TEXT

STANDARDIZATION - ALTERNATE I (NAVSEA) (MAR 2011)

(a) In order to support commonality and or standardization, variation within systems, sub-systems and components across the fleet must be reduced. When it is necessary for the Contractor to replace equipment (e.g., changes have been made to requirements, systems, sub-systems or components) or where such sub-systems, equipments or components are not available, the Contractor shall select Hull Mechanical and Electrical (HM&E) equipment/components in the following order:

(b) The Virtual Shelf items are to be applied if they meet the contract requirements. The Virtual Shelf is a repository of Total Ownership Cost (TOC) preferred Common designs. NAVSEA Commonality Program identified HM&E equipment/components for the Virtual Shelf that meet cross platform requirements and specifications and provide superior TOC. Information to gain access to the Virtual Shelf is located on the following web site:
<http://acc.dau.mil/commonality>.

Some equipment listed on the Virtual Shelf may have supporting commodity contracts. For the Virtual Shelf Items supported by commodity contracts, a supporting commodity contract will appear in the HM&E corridor of the DoD EMall (<https://dod-emall.dla.mil/acct/welcome.action>). These contracts include provisions for direct contractor orders against the contracts. The Contractor will contact the Procuring Contracting Officer (PCO) listed in Section G of this contract and request instructions to register to place orders through the DoD EMall. When Shelf items are available that meet all contract requirements, the Contractor shall design, plan, procure and install according to Shelf guidance. If Shelf items are available and the Contractor intends to use a design other than that on the Shelf, the Contractor shall request a deviation from the Shelf in accordance with CDRL and configuration management procedures specified elsewhere in the contract.

(c) For Contractor Furnished HM&E equipment that meet the contract requirements, have an APL assigned and meet at least one of the following requirements, only a Statement of Prior Submission (SPS) is required. The SPS will be prepared in accordance with NAVSEA Standard Items 009-19.

- (1) Are in use on current ships of the LCS Variants 1 and 2 Ship class and are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, *, G, S, X, Z, P.
- (2) Are listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, *, G, S, X, Z, P.
- (3) Have the same form, fit, function of the equipments and components on current ships of the LCS Variants 1 and 2 Ship class.

(d) For HM&E equipment that meet the contract requirements and have no assigned APL (non-standard equipment), or for non-standard HM&E equipment, Provisioning Technical Documentation (PTD) shall be submitted in accordance NAVSEA Standard Item 009-19, Provisioning Technical Documentation, and the requirements of the CDRL, Exhibit(s) B.

(e) For non-standard HM&E equipment that does not meet the requirements of paragraph (b) above, new/revised technical manuals shall be developed in accordance with NAVSEA Standard Items 009-39, Technical Manual Contract Requirement (TMCR) for New Technical Manuals for Commercial Equipment/Component, 009-41, Technical Manual Contract Requirement (TMCR) for a Topically Structured Technical Manual, and 009-42, Technical Manual Contract Requirement (TMCR) for Updating Technical Manuals. Technical manual management data shall include those deliverable data items required for Government monitoring/tracking/approval of Contractor's technical manual efforts and the requirements of CDRL Exhibit(s) C.

CLAUSES INCORPORATED BY FULL TEXT

TESTS AND TRIALS (NAVSEA) (OCT 1990)

During the conduct of required tests and trials, the vessel shall be under the control of the vessel's Commander and crew with representatives of the Contractor and the Government on board to determine whether or not the work done by the Contractor has been satisfactorily performed. The Contractor shall provide and install all fittings and appliances which may be necessary for dock and sea trials to enable the representatives of the Government to determine whether the requirements of the contract have been met, and the Contractor shall install and remove instruments and apparatus furnished by the Government for such trials, as required by the specifications.

CLAUSES INCORPORATED BY FULL TEXT

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

CLAUSES INCORPORATED BY FULL TEXT

USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0010 NON SMOKING POLICY

For bidding purposes, contractors are advised that in light of the Navy's policy regarding smoke-free facilities, the entire vessel, topside and below decks, is to be considered a "No Smoking Area" unless otherwise indicated by shipboard policy.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0016 USE OF BLACK OXIDE COATED THREADED FASTENERS (BOCTFs)

Due to safety concerns, use of BOCTFs is not authorized when installing or replacing threaded fasteners in the accomplishment of any work required by any Work Item in this contract

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0018 COSAL CONFIGURATION CHANGE DOCUMENTATION (NAVSEA) (JUN 1992)

The contractor shall document all changes to the ship's configuration and prepare all documentation required to bring the ship's COSAL and SPCC Weapons Systems Files (WSF) into agreement with the actual end of availability configuration. Perform COSAL/WSF maintenance action on all planned and actual equipments/components/equipage, whether furnished by the Government or the Contractor.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0023 POST-AWARD SUBMISSION

After receipt of award and prior to starting work aboard the vessel, the contractor must submit a list of employees who will work aboard ship to the Commanding Officer of the ship VIA the Project Manager. The list should be on company letterhead, include each employee's name, social security number, and security clearance when required, and bear the signature of a company official.

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0025 ADDITIONAL DEFINITIONS

Wherever the term "Job Order" is used in this solicitation/award, it also means "Contract".

CLAUSES INCORPORATED BY FULL TEXT

RMC C-2-0027 USE/POSSESSION OF PERSONAL ELECTRONIC DEVICES (PEDS)

The possession and use of portable electronic devices (PEDs) within the confines of any naval vessel, or in the contractor's facility where equipment removed from the vessel is being worked, is strictly controlled. PEDs include:

- mobile computing devices such as personal digital assistants (PDAs);
- hand-held or laptop computers;
- mobile telephone devices such as data-enabled cellular telephones;
- two-way pagers, including those with e-mail capability;
- analog and digital sound recorders; and
- digital cameras, including cellular phones with digital imaging capabilities.

Cellular phones with digital imaging capabilities are strictly prohibited. PEDs may not be connected to any Navy-owned or controlled network. PEDs may not be used to store or process any digital information associated with the conduct of the contract without written authorization from the Naval Supervising Activity (NSA).

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0600 - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions provided by the Contracting Officer, Provisioning Activity, or ACO. When not otherwise specified, spare and repair parts shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from the Contractor to the point of delivery.

CLAUSES INCORPORATED BY FULL TEXT

IDENTIFICATION MARKING OF PARTS - ALTERNATE I (NAVSEA) (SEP 2009)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipments and electrical parts when used in equipments which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D dated 7 September 2004, or, where MIL-STD-1285D does not cover such a part, in accordance with MIL-STD-130N dated 17 December 2007. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipments and electronic parts when used in equipments which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and

marked in accordance with Requirement 67 of MIL-HDBK-454A dated 3 November 2000. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N.

(b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

CLAUSES INCORPORATED BY FULL TEXT

HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129P with change 3 dated 29 October 2004.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Section E - Inspection and Acceptance

E-1

The Contractor's performance and the quality of the completed work shall be subject to inspection, review and final acceptance by the cognizant RMC or a duly authorized representative thereof.

E-2

Failure of any contractually required document to conform to any of the applicable requirements of this contract will result in the rejection of the non-conforming document. Non-conforming engineering drawing documents shall be re-examined after correction of all discrepancies. The contractor shall identify the deficiencies corrected and the action taken to prevent recurrence.

E-3

The Inspection System which the Contractor is required to maintain, as provided in paragraph (b) of the clause entitled "Inspection of Supplies-Cost Reimbursement" (FAR 52.246-3), shall be in accordance with ISO 9001 in effect on the date of this contract and NAVSEA Standard Item 009-04 in effect on the date of this contract unless otherwise specified.

E-4

In accordance with paragraph (b) of the clause entitled "Inspection of Supplies--Cost Reimbursement" (FAR 52.246-3), the Contractor shall make his records of all inspection work available to the Government for a period of 180 days after completion of all work called for in this contract.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.246-2 | Inspection Of Supplies--Fixed Price | AUG 1996 |
| 52.246-3 | Inspection Of Supplies Cost-Reimbursement | MAY 2001 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0500 - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0002 ADDITIONAL PROVISIONS RELATING TO CORRECTION OF DEFECTS (NAVSEA) (OCT 1990)

In case any work done or materials or supplies furnished by the Contractor under this contract for any vessel, or the equipment thereof, shall within sixty (60) days of delivery of the vessel to the Government, or the date of final acceptance, whichever occurs first, prove defective or deficient, such defects or deficiencies shall, as required by the Government, be corrected or repaired by the Contractor to the satisfaction of the Contracting Officer; provided, however, that with respect to any individual work item which is incomplete or deficient at the time of delivery or acceptance, the Contractor's obligation under this requirement to correct or repair such deficiency shall extend sixty (60) days from the date of such correction or repair, whichever occurs first. The Contractor shall be entitled to allowable costs for corrections or repairs performed in accordance with this requirement but shall not be entitled to any additional fee for such work.

Section F - Deliveries or Performance

F-1 PLACE OF PERFORMANCE

Work on all vessels under this contract shall be performed in the ships' homeport, visiting San Diego, CA, at the facility identified below, to include CONUS and OCONUS, or as the ACO shall direct:

General Dynamics – National Steel and Shipbuilding Company (NASSCO)
(Name of Facility)

2798 Harbor Dr.
(Street Address)

San Diego, CA 92113-3650
(City, State, Zip Code)

F-2 PERIOD OF PERFORMANCE

| ITEM | PERIOD OF PERFORMANCE |
|----------------|--|
| FY 14 | |
| 0100, 0105 | 12 months from effective date of contract award |
| 0200, 0205 | 12 months from effective date of contract award |
| 0300, 0305 | 12 months from effective date of contract award |
| 0400, 0405 | 12 months from effective date of contract award |
| OPTIONS | |
| 0110, 0115 | 12 months from effective date of option exercise |
| 0120, 0125 | 12 months from effective date of option exercise |
| 0210 | 12 months from effective date of option exercise |
| 0220 | 12 months from effective date of option exercise |
| 0310, 0315 | 12 months from effective date of option exercise |
| 0320, 0325 | 12 months from effective date of option exercise |

| ITEM | | PERIOD OF PERFORMANCE |
|------------|----------|--|
| 0410, 0415 | | 12 months from effective date of option exercise |
| 0420, 0425 | | 12 months from effective date of option exercise |
| 0600 | | N/A See Section C |
| 0700 | | 12 months from effective date of option exercise |
| 1020, 1021 | (Option) | Effective date of option exercise until start of execution efforts for planned Dry-Docking CNO Availability (SRA(d)) |
| 1025, 1026 | (Option) | Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements (SRA(d)) |
| 1030, 1031 | (Option) | Effective date of option exercise until start of execution efforts for planned Dry-Docking CNO Availability (SRA(d)) |
| 1035, 1036 | (Option) | Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements (SRA(d)) |
| 1040, 1041 | (Option) | Effective date of option exercise until start of execution efforts for planned Dry-Docking CNO Availability (SRA(d)) |
| 1045, 1046 | (Option) | Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements (SRA(d)) |
| 1050, 1051 | (Option) | Effective date of option exercise until start of execution efforts for planned Dry-Docking CNO Availability (DSRA) |
| 1055, 1056 | (Option) | Effective date of option exercise through completion of Dry-Docking CNO Scheduled Availability requirements (DSRA) |
| 1060, 1061 | (Option) | Effective date of option exercise until start of execution efforts for planned Dry-Docking CNO Availability (DSRA) |
| 1070, 1071 | (Option) | Effective date of option exercise until start of execution efforts for planned CNO Availability (SRA(d)) |
| 1080, 1081 | (Option) | Effective date of option exercise until start of execution efforts for planned CNO Availability (SRA(d)) |
| 1140, 1141 | (Option) | Effective date of option exercise until start of execution efforts for planned CNO Availability |
| 1145, 1146 | (Option) | Effective date of option exercise through completion of CNO Scheduled Availability requirements |
| 1150, 1151 | (Option) | Effective date of option exercise until start of execution efforts for planned CNO Availability |
| 1155, 1156 | (Option) | Effective date of option exercise through completion of CNO Scheduled Availability requirements |
| 1160, 1161 | (Option) | Effective date of option exercise until start of execution efforts for planned CNO Availability |

| ITEM | | PERIOD OF PERFORMANCE |
|------------|----------|---|
| 1165, 1166 | (Option) | Effective date of option exercise through completion of CNO Scheduled Availability requirements |
| 2010, 2011 | (Option) | Effective date of option exercise through completion of requirements |
| 2020, 2021 | (Option) | Effective date of option exercise through completion of requirements |
| 2030, 2031 | (Option) | Effective date of option exercise through completion of requirements |
| 2040, 2041 | (Option) | Effective date of option exercise through completion of requirements |
| 2050, 2051 | (Option) | Effective date of option exercise through completion of requirements |
| 2060, 2061 | (Option) | Effective date of option exercise through completion of requirements |
| 2070, 2071 | (Option) | Effective date of option exercise through completion of requirements |
| 2080, 2081 | (Option) | Effective date of option exercise through completion of requirements |
| 2100, 2101 | (Option) | Effective date of option exercise through completion of requirements |
| 2120, 2121 | (Option) | Effective date of option exercise through completion of requirements |
| 2140, 2141 | (Option) | Effective date of option exercise through completion of requirements |
| 2160, 2161 | (Option) | Effective date of option exercise through completion of requirements |
| 2180, 2181 | (Option) | Effective date of option exercise through completion of requirements |
| 2200, 2201 | (Option) | Effective date of option exercise through completion of requirements |
| 2220, 2221 | (Option) | Effective date of option exercise through completion of requirements |
| 3010, 3011 | (Option) | Effective date of option exercise through completion of requirements |
| 3020, 3021 | (Option) | Effective date of option exercise through completion of requirements |
| 3030, 3031 | (Option) | Effective date of option exercise through completion of requirements |
| 3040, 3040 | (Option) | Effective date of option exercise through completion of requirements |

| ITEM | | PERIOD OF PERFORMANCE |
|-----------------|----------|--|
| 3050, 3051 | (Option) | Effective date of option exercise through completion of requirements |
| 3060, 3061 | (Option) | Effective date of option exercise through completion of requirements |
| 3070, 3071 | (Option) | Effective date of option exercise through completion of requirements |
| 3080, 3081 | (Option) | Effective date of option exercise through completion of requirements |
| 3100, 3101 | (Option) | Effective date of option exercise through completion of requirements |
| 3120, 3121 | (Option) | Effective date of option exercise through completion of requirements |
| 3140, 3141 | (Option) | Effective date of option exercise through completion of requirements |
| 3160, 3161 | (Option) | Effective date of option exercise through completion of requirements |
| 3180, 3181 | (Option) | Effective date of option exercise through completion of requirements |
| 3200, 3201 | (Option) | Effective date of option exercise through completion of requirements |
| 3220, 3221 | (Option) | Effective date of option exercise through completion of requirements |
| FY 14-19 | | |
| 0500 | Data | Effective date of contract award through completion |
| 0700 | Travel | Effective date of contract award through completion |

Note: For pricing purposes ONLY, the anticipated date of award is 30 March 2015. The period of performance will begin at date of award and end 60 months after date of award if all options are exercised. This doesn't impact the Terminal Date for Placement of Orders found in Paragraph (h) of Item 0600 Provisioned Items Order (PIO) (NAVSEA)(NOV 1996) for Item 0100, 0105, 0200, 0205, 0300, 0305 and (IF EXERCISED) OPTION ITEM(S) 0110-0125, 0210-0220, 0310-0325, 0400-425, 0700, and 1020-3221 under Section C.

F-3 DELIVERY SCHEDULE

The Government agrees to deliver the vessels to the Contractor at the Contractor's plant on or about the dates listed under the Start Date column of the table below. The Contractor agrees to redeliver the vessels no later than the corresponding dates in the Completion Date column. These dates are subject to change. The on or about Start Dates for option items will be provided if/when the option is exercised.

SHIPHULLCNO SCHEDULEDAVAILABILITY DATESGFYCLIN

| | | <u>AVAIL TYPE</u> | <u>START</u> | <u>COMPLETION</u> | | |
|------------------|---------|--------------------|--------------|-------------------|-------|------|
| USS INDEPENDENCE | LCS 2 | Dry-Docking/SRA(d) | * | * | 16 | 1025 |
| USS FORT WORTH | LCS 3 | Dry-Docking/SRA(d) | * | * | 16 | 1035 |
| USS CORONADO | LCS 4 | Dry-Docking/SRA(d) | * | * | 17 | 1045 |
| USS FREEDOM | LCS 1 | Dry-Docking/DSRA | * | * | 18 | 1055 |
| USS TBD | LCS TBD | TBD | TBD | TBD | 15-18 | 1145 |
| USS TBD | LCS TBD | TBD | TBD | TBD | 15-18 | 1155 |
| USS TBD | LCS TBD | TBD | TBD | TBD | 15-18 | 1165 |

*To receive a copy of the most current scheduled availability dates the Contractor shall submit a request via email to the ACO.

F-4 DELIVERY SCHEDULE FOR NON-SCHEDULED REPAIRS AND ALTERATION REQUIREMENTS OF LCS CLASS SHIPS HOMEPORTED IN AND/OR VISITING THE SAN DIEGO, CA AREA, REMOTE LOCATIONS, AND OCONUS BETWEEN CNO SCHEDULED AVAILABILITIES

In cases where orders are placed by bilateral modification, delivery shall be effected in accordance with the delivery schedule established in the bilateral modification. For continuous maintenance periods including emergent type work and interim availabilities, work may be performed at either the Contractor's or Government facility as determined by the ACO. From time to time the contractor may be required to provide non-scheduled repair support to ships at remote locations. This work shall be accomplished per the direction of the ACO and the requirements of this contract.

In cases where orders are placed by unilateral modification, deliveries shall be effected in accordance with the delivery schedule proposed by the Administrative Contracting Officer (ACO) in each unilateral modification, unless the Contractor, within thirty (30) days of the receipt of the unilateral modification, notifies the ACO that the proposed delivery schedule is not acceptable. In the latter case, the Contractor shall propose an alternate delivery schedule, which shall be the subject of negotiation prior to its inclusion in the bilateral modification expressing the order for the supplies.

Ships of the LCS Class included in this item that will be homeported in San Diego, CA during all or part of this contract are:

LCS Class

USS FREEDOM (LCS 1)
 USS INDEPENDENCE (LCS 2)
 USS FORT WORTH (LCS 3)
 USS CORONADO (LCS 4)
 USS MILWAUKEE (LCS 5)
 USS JACKSON (LCS 6)
 USS DETROIT (LCS 7)
 USS MONTGOMERY (LCS 8)
 USS GABRIELLE GIFFORDS (LCS 10)
 USS OMAHA (LCS 12)
 USS MANCHESTER (LCS 14)
 USS TULSA (LCS 16)

USS TBD (LCS TBD)
 USS TBD (LCS TBD)
 USS TBD (LCS TBD)

*The Government reserves the right to add/delete homeported ships within the LCS class as the schedule changes.

F-5 DELIVERY SCHEDULE FOR DATA (ITEM 0029)

The data provided by the Contractor under Item 0500 shall be delivered as specified on the Contract Data Requirements List, DD Form 1423, Exhibits A, B, & C to this contract.

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|---|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.242-17 | Government Delay Of Work | APR 1984 |
| 52.247-29 | F.O.B. Origin | FEB 2006 |
| 52.247-65 | F.O.B. Origin, Prepaid Freight--Small Package Shipments | JAN 1991 |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA



CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 252.204-0004 | Line Item Specific: by Fiscal Year | SEP 2009 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

*Offeror to complete if applicable.

CLAUSES INCORPORATED BY FULL TEXT

CONTRACTING OFFICER'S
REPRESENTATIVE:

COMMANDER

ATTN: **TBD**
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE STOP
WASHINGTON NAVY YARD DC 20376
Telephone No. 202/781-TBD
Fax No. TBD
Email Address: TBD

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

CLAUSES INCORPORATED BY FULL TEXT

PURCHASING OFFICE

REPRESENTATIVE:

COMMANDER

ATTN: (b)(6)
NAVAL SEA SYSTEMS COMMAND SEA 02
1333 ISAAC HULL AVENUE SE STOP 2030
WASHINGTON NAVY YARD DC 20376 -2030
Telephone No. (b)(6)
Fax No.: 202-781-4637
Email Address (b)(6)

ADMINISTRATIVE OFFICE
REPRESENTATIVE:

COMMANDER

ATTN: (b)(6)
SOUTHWEST REGIONAL MAINTENANCE CENTER
3755 BRINSER STREET, SUITE 1
SAN DIEGO, CA 92136
Telephone No (b)(6)
Fax No.: (619) 556-3397
Email Address (b)(6)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) (**Applicable to all CLINs except 0210 through 0220, 0500, and 0600**)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|--------------------|----------------------------|
|--------------------|----------------------------|

| | |
|---------------------------|---------------|
| Pay Official DoDAAC | HQ0339 |
| Issue By DoDAAC | N00024 |
| Admin DoDAAC | N55236 |
| Inspect By DoDAAC | N/A |
| Ship To Code | N/A |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N55236 |
| Service Acceptor (DoDAAC) | N55236 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | HAA062 |
| Other DoDAAC(s) | N/A |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

TBD

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact:

NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil; or
Your local contracting office WAWF POC/Group Administrator (GAM)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) (Applicable to CLINs 0210 through 0220, and 0600)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report (Combo)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection Location: TBD

Acceptance Location: TBD

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | HQ0339 |
| Issue By DoDAAC | N00024 |
| Admin DoDAAC | N55236 |
| Inspect By DoDAAC | N55236 |
| Ship To Code | N/A |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N55236 |
| Service Acceptor (DoDAAC) | N55236 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |

DCAA Auditor DoDAAC
Other DoDAAC(s)

HAA062
N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

TBD

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil; or
Your local contracting office WAWF POC/Group Administrator (GAM)**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (NAVSEA) (JAN 2008)

Applicable to all Contract Line Items unless otherwise specified.

For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN (contract-wide: proration).

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

CLAUSES INCORPORATED BY FULL TEXT

5252.217-9107 GROWTH AND NEW WORK (SEP 1990)

(a) It is the Government's intention to ensure that, where it is determined that the work will be performed by the private sector, any growth or new work identified during the overhaul will be awarded to the initial prime Contractor only if a fair and reasonable price can be negotiated for such work. If a fair and reasonable price cannot be negotiated for the above actions, the Government may, at its election, pursue any or all of the following courses of action: (1) defer the work to a repair period after completion of the instant contract; (2) accomplish the work using Government employees during the original overhaul period. (Government employees may engage in and complete the assigned work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause (DFARS 252.217 7011)); and/or (3) conduct a separate, competitive procurement for growth or new work. Performance will be during the original overhaul period. The initial prime Contractor and other Master Ship Repair Agreement (MSRA) holders may enter this competition. If other than the initial prime

Contractor is successful, the successful Contractor may engage in and complete the work while the ship is undergoing overhaul in the initial prime Contractor's facility pursuant to the "ACCESS TO VESSEL" clause.

(b) The offeror shall include in its proposed price the cost of supporting one or more third parties (including Government employees and/or other Contractors' workers) at the overhaul site in performance of growth and/or new work, should the Government elect to pursue such a course. Increased costs that may result from third party presence as described above, may include, but are not limited to: insurance; physical plant security; reasonable access for third party workers who must transit the Contractor's facility or any other work site provided by the Contractor at which the ship may be berthed; utilities used aboard the ship or in proximity of the ship in support of the overhaul; and similar requirements. Third party presence will occur only if the prime ship repair Contractor proposes other than a fair and reasonable price. The Contractor shall price anticipated added expenses associated with third party presence as a contingency into the fixed price offered for performance of the specified work package. The Contractor shall be guided in arriving at this contingency price based on a risk assessment relative to the probability of proposing fair and reasonable prices versus reaching a potential impasse with the Government which would precipitate third party presence.

(c) This requirement does not preclude the Government from using Government employees to perform new or growth work at any time during the availability provided the use of Government employees is in the best interests of the Government.

CLAUSES INCORPORATED BY FULL TEXT

NAVSEA 5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

Notwithstanding any provision in the "ACCESS TO VESSEL" clause (DFARS 252.217-7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

(a) GENERAL

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) IDENTIFICATION OF HAZARDOUS WASTES

Standard Work Template 077-11-001 of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the **Southwest Regional Maintenance Center (SWRMC)** for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify **SWRMC** within 3 business days of receipt of written notification by the State. After obtaining **SWRMC** approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification

number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to **SWRMC** for completion.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

| <u>ITEM(S)</u> | <u>ALLOTED TO COST</u> | <u>ESTIMATED</u> | |
|----------------|------------------------|-----------------------|------------------------------|
| | | <u>ALLOTED TO FEE</u> | <u>PERIOD OF PERFORMANCE</u> |
| | \$ | \$ | |

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs **TBD** are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

(a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

5252.243-9105 NOTIFICATION OF CHANGES (CT) (JAN 1983) **(Applicable to all CLINs, except CLINs 0210 through 0220, and 0600)**

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any requirement of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

- (i) The date, nature, and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:
 - (1) What ship(s) have been or might be affected by the potential change;
 - (2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change;

(3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and

(4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

(i) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary, direct the mode of further performance, or;

(ii) Countermand any conduct regarded by the Contractor as a change, or;

(iii) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

(iv) In the event the Contractor's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that the Contractor is to take no action to implement a potential change pending the Contracting Officer's response to the Contractor's notice of the potential change, except where specifically directed by the Contracting Officer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay to delivery of the ship(s), the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the TBD¹ quarter of TBD¹, the Contractor shall deliver to the Government an executed bilateral contract modification, in the format set forth in Exhibit "A" to this requirement, covering the six month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract.

Within sixty (60) days of receipt of the release, the Contracting Officer shall sign and return a copy of the release to the Contractor. If the Contracting Officer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(i) If the release in accordance with paragraph (h) above is not provided to the Government by the Contractor in the time required, the Contracting Officer may execute the release as set forth in Exhibit "A" and send it to the Contractor. If the Contractor fails to execute the release and return it to the Government (with any specific exceptions) within sixty (60) days of receipt thereof, the required release shall then be deemed effective as if signed by the Contractor.

Exhibit A to the Requirement entitled "NOTIFICATION OF CHANGES"

This modification reflects the agreement of the parties to the mutual full and final releases for the consequences of that conduct (as conduct is defined in the requirement entitled "NOTIFICATION OF CHANGES"), described below, except the conduct identified in Attachment A hereto is excluded and not covered by the terms of this release.

1. Except for the conduct listed in Attachment A by either party, neither the Contractor nor the Government shall be entitled to any equitable adjustment or to money damages and/or other relief for any conduct, as specified below.

2. In consideration of the foregoing the parties hereby agree to the following release:

a. The Government, for itself, its assigns, vendors, suppliers, and contractors, hereby remises, releases, and forever discharges the Contractor, its officers, agents and employees from any and all entitlement of the Government to equitable adjustment of the contract cost and fee and delivery schedule due to conduct under this contract, which occurred on or before .

b. The Contractor, for itself, its successors, assigns, vendors, suppliers, and subcontractors, hereby remises, releases and forever discharges the Government, its officers, agents and employees from (i) any and all entitlement of the Contractor to equitable adjustment of the contract cost and fee and/or delivery schedule of this contract or of any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party by reason of any conduct which increases the Contractor's cost or time of performance of work under this contract and meets the following conditions (1) known to the Contractor, (2) occurred on or before and (3) the Contractor failed to give notice prior to date of this release, and (ii) any and all liabilities to the Contractor for money damages and/or other relief for the impact of any such conduct, upon this contract or any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party.

¹To be completed at the time of proposal submission.

(a) Definitions. As used in this requirement, the term "Contracting Officer" does not include any representative of the Contracting Officer whether or not such representative is acting within the scope of his authority nor does it include any other individuals or activities that in any way communicate with the Contractor. As used in this requirement, the term "conduct" includes both actions and failures to act, and includes the furnishing of, or the failure to furnish, any item under any provision of this contract.

(b) Notice. The primary purpose of this requirement is to obtain prompt reporting of any conduct which the Contractor considers would constitute or would require a change to this contract. The parties acknowledge that proper administration of this contract requires that potential changes be identified and resolved as they arise. Therefore, except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer of any conduct which the Contractor considers would constitute or would require a change to this contract. Such notice shall be provided promptly, and in any event within thirty (30) calendar days from the date the Contractor identifies any such conduct. The Notice shall be written and shall state, on the basis of the most accurate information available to the Contractor:

- (i) The date, nature, and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of the individuals directly involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) The particular elements of contract performance for which the Contractor might seek an equitable adjustment under this requirement, including:
 - (1) What ship(s) have been or might be affected by the potential change;
 - (2) To the extent practicable, labor or materials or both which have been or might be added, deleted, or wasted by the potential change;
 - (3) To the extent practicable, the Contractor's preliminary order of magnitude estimate of cost and schedule effect of the potential change; and
 - (4) What and in what manner are the particular technical requirements or contract requirements regarded as changed.

(c) Continued Performance. Except as provided in paragraph (f) below, following submission of notice, the Contractor shall take no action to implement a potential change until advised by the Contracting Officer in writing as provided in (d) below, unless the potential change was previously directed by the Contracting Officer, in which case the Contractor shall conform therewith. Nothing in this paragraph (c) shall excuse the Contractor from proceeding with contract work other than implementation of the potential change or from proceeding in accordance with directions issued by the Contracting Officer.

(d) Government Response. The Contracting Officer shall promptly, and in any event within twenty one (21) calendar days after receipt of Notice, respond thereto in writing. In such response, the Contracting Officer shall either:

- (i) Confirm that the conduct of which the Contractor gave notice would constitute a change, and when necessary, direct the mode of further performance, or;
- (ii) Countermand any conduct regarded by the Contractor as a change, or;

(iii) Deny that the conduct of which the Contractor gave notice would constitute a change and, when necessary, direct the mode of further performance, or;

(iv) In the event the Contractor's notice information is inadequate to make a decision under (i), (ii) or (iii) above, advise the Contractor what additional information is required. Failure of the Government to respond within the time required above shall be deemed a countermand under (d)(ii).

(e) Equitable Adjustments. Equitable adjustments for changes confirmed or countermanded by the Contracting Officer shall be made in accordance with the clause of this contract entitled "CHANGES", or any other requirement of this contract which provides for an equitable adjustment.

(f) Special Procedures. Paragraph (c) provides that the Contractor is to take no action to implement a potential change pending the Contracting Officer's response to the Contractor's notice of the potential change, except where specifically directed by the Contracting Officer. In special situations, however, where

(1) The circumstances do not allow sufficient time to notify the Contracting Officer of the facts prior to the need to proceed with the work, and;

(2) The work must proceed to avoid hazards to personnel or property or to avoid additional cost to the Government, the Contractor may proceed with work in accordance with the potential change. In such special situations, the Contractor shall advise the Contracting Officer in writing within ten (10) days of the conduct giving rise to the potential change that the Contractor has proceeded and shall describe the nature of the special situation which required proceeding prior to notification. Within thirty (30) calendar days of the conduct giving rise to the potential change, the Contractor shall provide notice as required in (b) above. The Contracting Officer shall respond as set forth in (d) above. If the Contracting Officer determines that the conduct constitutes a change and countermands it, the Contractor shall be entitled to an equitable adjustment for performance in accordance with that change prior to the countermand including performance resulting from the countermand.

(g) When the Contractor identifies any conduct which may result in delay to delivery of the ship(s), the Contractor shall promptly so inform the Contracting Officer thereof prior to providing the notice required by paragraph (b) above.

(h) Despite good faith best efforts, occasions may arise in which the Contractor does not provide notice within the time periods specified in paragraphs (b) and (f) above. Accordingly, prior to the end of the first and third quarters of each calendar year through the period of performance of this contract, beginning with the TBD¹ quarter of TBD¹, the Contractor shall deliver to the Government an executed bilateral contract modification, in the format set forth in Exhibit "A" to this requirement, covering the six month period of time ending with the second and fourth quarters, respectively, of the preceding year, with such specific exceptions, if any, as are identified by the Contractor. If the Contractor cites specific exceptions to the release, the Contractor shall concurrently provide the Contracting Officer with notice, containing the information set forth in paragraph (b) of this requirement, for each item excepted from the release. However, the release required by this requirement shall not make unallowable any costs which are otherwise allowable under any other requirement of this contract.

Within sixty (60) days of receipt of the release, the Contracting Officer shall sign and return a copy of the release to the Contractor. If the Contracting Officer fails to execute and return the release within the required time, then the release shall be deemed to be void and of no effect for the period involved.

(I) If the release in accordance with paragraph (h) above is not provided to the Government by the Contractor in the time required, the Contracting Officer may execute the release as set forth in Exhibit "A" and send it to the Contractor. If the Contractor fails to execute the release and return it to the Government (with any specific exceptions) within sixty (60) days of receipt thereof, the required release shall then be deemed effective as if signed by the Contractor.

Exhibit A to the Requirement entitled "NOTIFICATION OF CHANGES"

This modification reflects the agreement of the parties to the mutual full and final releases for the consequences of that conduct (as conduct is defined in the requirement entitled "NOTIFICATION OF CHANGES"), described below, except the conduct identified in Attachment A hereto is excluded and not covered by the terms of this release.

1. Except for the conduct listed in Attachment A by either party, neither the Contractor nor the Government shall be entitled to any equitable adjustment or to money damages and/or other relief for any conduct, as specified below.

2. In consideration of the foregoing the parties hereby agree to the following release:

a. The Government, for itself, its assigns, vendors, suppliers, and contractors, hereby remises, releases, and forever discharges the Contractor, its officers, agents and employees from any and all entitlement of the Government to equitable adjustment of the contract price and delivery schedule due to conduct under this contract, which occurred on or before .

b. The Contractor, for itself, its successors, assigns, vendors, suppliers, and subcontractors, hereby remises, releases and forever discharges the Government, its officers, agents and employees from (i) any and all entitlement of the Contractor to equitable adjustment of the contract cost and fee and/or delivery schedule of this contract or of any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party by reason of any conduct which increases the Contractor's cost or time of performance of work under this contract and meets the following conditions (1) known to the Contractor, (2) occurred on or before and (3) the Contractor failed to give notice prior to date of this release, and (ii) any and all liabilities to the Contractor for money damages and/or other relief for the impact of any such conduct, upon this contract or any other Government contract (with this or any other Contractor) or any contract between the Contractor and any third party.

¹ To be completed at the time of contract award.

5252.243 9113 OTHER CHANGE PROPOSALS (CT) (JAN 1990) (Applicable to all CLINs except CLINs 0210 through 0220, and 0600)

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract cost and fee including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by the Contracting Officer under the "CHANGES" clause. The Contractor shall be entitled to an equitable adjustment in the contract cost and fee for the effort required under subparagraph (a), but the Contractor shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the contract cost and fee shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

5252.243-9113 OTHER CHANGE PROPOSALS (FT) - ALTERNATE I (JAN 1990) (Applicable to CLINs 0210 through 0220, 0500, and 0600)

(a) The Contracting Officer, in addition to proposing engineering changes pursuant to other requirements of this contract, and in addition to issuing changes pursuant to the clause of this contract entitled "CHANGES", may propose other changes within the general scope of this contract as set forth below. Within forty five (45) days from the date of receipt of any such proposed change, or within such further time as the Contracting Officer may allow, the Contractor shall submit the proposed scope of work, plans and sketches, and its estimate of: (A) the cost, (B) the weight and moment effect, (C) effect on delivery dates of the vessel(s), and (D) status of work on the vessels affected by the proposed change. The proposed scope of work and estimate of cost shall be in such form and supported by such reasonably detailed information as the Contracting Officer may require. Within sixty (60) days from the date of receipt of the Contractor's estimate, the Contractor agrees to either (A) enter into a supplemental agreement covering the estimate as submitted, or (B) if the estimate as submitted is not satisfactory to the Contracting Officer, enter into negotiations in good faith leading to the execution of a bilateral supplemental agreement. In either case, the supplemental agreement shall cover an equitable adjustment in the contract price, including an equitable adjustment for the preparatory work set forth above, scope, and all other necessary equitable adjustments. The Contractor's estimate referred to in this subparagraph shall be a firm offer for sixty (60) days from and after the receipt thereof by the Contracting Officer having cognizance thereof, unless such period of time is extended by mutual consent.

(b) Pending execution of a bilateral agreement or the direction of the Contracting Officer pursuant to the "CHANGES" clause, the Contractor shall proceed diligently with contract performance without regard to the effect of any such proposed change.

(c) In the event that a change proposed by the Contracting Officer is not incorporated into the contract, the work done by the Contractor in preparing the estimate in accordance with subparagraph (a) above shall be treated as if ordered by the Contracting Officer under the "CHANGES" clause. The Contractor shall be entitled to an equitable adjustment in the contract price for the effort required under subparagraph (a), but the Contractor shall not be entitled to any adjustment in delivery date. Failure to agree to such equitable adjustment in the contract price shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract: **TBD**

5252.247-9110 TUG AND PILOT SERVICES (SEP 1990)

The Contractor shall provide necessary tug and pilot services to move the vessel(s) from the fairway of the plant to the pier or dock, and upon completion of all work from the pier or dock, to the fairway of the plant.

5252.249-9105 AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE (CA) (JAN 1990)

In the event that this contract is terminated in whole or pursuant to the contract clause entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6) or in the event this contract is discontinued pursuant to the contract clause entitled "LIMITATION OF COST" (FAR 52.232-20), the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

SMALL BUSINESS SUBCONTRACTING REQUIREMENT

For the purposes of this provision, the small business subcontracting requirement is that the prime contractor subcontract to small businesses, either directly or indirectly, over the course of all scheduled availabilities and interavailability work completed within a Fee Evaluation Period (defined in Section B of this solicitation, "Determination of Fee Clause") to the extent that small business subcontracting averages forty percent (40%) of direct costs related to production work for CLINs associated with scheduled availabilities and inter-availability work (i.e. Continuous Maintenance and Emergent Maintenance) completed within the evaluation period, minus the cost of any directed subcontracts and execution planning efforts, not including indirect costs. The forty percent (40%) subcontracting requirement may be met at any subcontracting tier. However, the Government will NOT permit the "tiering" of profit or fee on any large or small business subcontract. The Government will NOT permit any "profit-on-profit" or "fee-on-fee" on any subcontract held by a large or small business. Prime contractors shall NOT include fee from any large or small business subcontractor, including but not limited to Government directed large or small business subcontractors, Original Equipment Manufacturers (OEMs), and Tech Reps in their fee bearing costs. The only exception to this requirement is a large or small business subcontractor awarded a fixed price contract in a competitive environment where cost and pricing data was not available.

The Offeror must accomplish the 40% small business subcontracting requirement using at least two or more small businesses for EACH CNO scheduled availability, excluding any and all work performed OCONUS.

A small business Offeror is not exempt from this requirement because of its status as a small business.

Offerors are encouraged to subcontract with small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities and minority institutions, and HUB-Zone small businesses. The Offerors should also strive to meet the 40% small business subcontracting requirement using the aforementioned categories of small businesses to the greatest extent possible.

The extent to which the contractor does or does not meet, the requirements of this provision during actual contract performance, as documented by compliance reports submitted by the Contractor in accordance with Contract Data Requirements List (CDRL) (A012) will be evaluated for fee purposes.

The failure of the Contractor to comply in good faith with this clause shall be considered a material breach of the contract.

The Government reserves the right, on a case basis, to deviate from requirements of this clause based on circumstances at time of contract performance.

NOTE: Purchase orders to a subcontractor for work, which has not been performed, or for equipment ordered but not received within a fee evaluation period, will not be considered for the purpose of meeting the requirements of this clause. "Open commitments " (e.g., material/equipment ordered but not received, services ordered but not performed) will not be considered during a fee period just because a purchase order was issued. Material/equipment or services will only be considered once the equipment/material is actually received or the work is actually performed during a Fee Evaluation Period.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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| 52.202-1 | Definitions | NOV 2013 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | MAY 2014 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | MAY 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | OCT 2010 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | APR 2010 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUL 2013 |
| 52.204-12 | Data Universal Numbering System Number Maintenance | DEC 2012 |
| 52.204-13 | System for Award Management Maintenance | JUL 2013 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | AUG 2013 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | JUL 2013 |
| 52.211-5 | Material Requirements | AUG 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data--Modifications | AUG 2011 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | OCT 2010 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | OCT 2010 |
| 52.215-14 | Integrity of Unit Prices | OCT 2010 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications | OCT 2010 |
| 52.215-21 Alt II | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate II | OCT 1997 |
| 52.215-23 | Limitations on Pass-Through Charges | OCT 2009 |
| 52.216-7 | Allowable Cost And Payment | JUN 2013 |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | JAN 2011 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2014 |

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| 52.219-9 | Small Business Subcontracting Plan | JUL 2013 |
| 52.219-9 Alt II | Small Business Subcontracting Plan (JULY 2013) Alternate II | OCT 2001 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | JUL 2013 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | MAY 2014 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | JAN 2014 |
| 52.222-20 | Contratcs for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 | MAY 2014 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-29 | Notification Of Visa Denial | JUN 2003 |
| 52.222-35 | Equal Opportunity for Veterans | JUL 2014 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUL 2014 |
| 52.222-37 | Employment Reports on Veterans | JUL 2014 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| 52.222-54 | Employment Eligibility Verification | AUG 2013 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-11 | Ozone-Depleting Substances | MAY 2001 |
| 52.223-12 | Refrigeration Equipment and Air Conditioners | MAY 1995 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-10 | Filing Of Patent Applications--Classified Subject Matter | DEC 2007 |
| 52.227-13 | Patent Rights--Ownership By The Government | DEC 2007 |
| 52.228-3 | Worker's Compensation Insurance (Defense Base Act) | JUL 2014 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.229-6 | Taxes--Foreign Fixed-Price Contracts | FEB 2013 |
| 52.230-2 | Cost Accounting Standards | MAY 2014 |
| 52.230-6 | Administration of Cost Accounting Standards | JUN 2010 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-20 | Limitation Of Cost | APR 1984 |
| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-23 Alt I | Assignment of Claims (May 2014) - Alternate I | APR 1984 |
| 52.232-25 | Prompt Payment | JUL 2013 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | JUL 2013 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-1 Alt I | Disputes (May 2014) - Alternate I | DEC 1991 |

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| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-2 | Production Progress Reports | APR 1991 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2014 |
| 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.243-2 | Changes--Cost-Reimbursement | AUG 1987 |
| 52.243-6 | Change Order Accounting | APR 1984 |
| 52.244-2 | Subcontracts | OCT 2010 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.245-1 | Government Property | APR 2012 |
| 52.245-2 | Government Property Installation Operation Services | APR 2012 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-23 | Limitation Of Liability | FEB 1997 |
| 52.246-24 | Limitation Of Liability--High-Value Items | FEB 1997 |
| 52.247-1 | Commercial Bill Of Lading Notations | FEB 2006 |
| 52.247-68 | Report of Shipment (REPSHIP) | FEB 2006 |
| 52.248-1 | Value Engineering | OCT 2010 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 2012 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7003 | Agency Office of the Inspector General | DEC 2012 |
| 252.203-7004 | Display of Fraud Hotline Poster(s) | DEC 2012 |
| 252.204-7000 | Disclosure Of Information | AUG 2013 |
| 252.204-7012 | Safeguarding of Unclassified Controlled Technical Information | NOV 2013 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | System for Award Management Alternate A | FEB 2014 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.204-7008 | Export-Controlled Items | APR 2010 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 2014 |
| 252.211-7003 | Item Unique Identification and Valuation | DEC 2013 |
| 252.211-7005 | Substitutions for Military or Federal Specifications and Standards | NOV 2005 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.211-7008 | Use of Government-Assigned Serial Numbers | SEP 2010 |

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| 252.215-7000 | Pricing Adjustments | DEC 2012 |
| 252.215-7002 | Cost Estimating System Requirements | DEC 2012 |
| 252.216-7004 | Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel. | SEP 2011 |
| 252.216-7005 | Award Fee | FEB 2011 |
| 252.217-7001 | Surge Option | AUG 1992 |
| 252.217-7028 | Over And Above Work | DEC 1991 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | AUG 2012 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7001 | Buy American And Balance Of Payments Program | DEC 2012 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 2012 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award | OCT 2010 |
| 252.225-7005 | Identification Of Expenditures In The United States | JUN 2005 |
| 252.225-7006 | Quarterly Reporting of Actual Contract Performance Outside the United States | OCT 2010 |
| 252.225-7007 | Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies | SEP 2006 |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals | JUN 2013 |
| 252.225-7012 | Preference For Certain Domestic Commodities | FEB 2013 |
| 252.225-7013 | Duty-Free Entry | OCT 2013 |
| 252.225-7015 | Restriction on Acquisition of Hand Or Measuring Tools | JUN 2005 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | JUN 2011 |
| 252.225-7019 | Restriction on Acquisition of Anchor and Mooring Chain | DEC 2009 |
| 252.225-7025 | Restriction on Acquisition of Forgings | DEC 2009 |
| 252.225-7030 | Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate | DEC 2006 |
| 252.225-7041 | Correspondence in English | JUN 1997 |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States | MAR 2006 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | FEB 2014 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | FEB 2014 |
| 252.227-7016 | Rights in Bid or Proposal Information | JAN 2011 |
| 252.227-7019 | Validation of Asserted Restrictions--Computer Software | SEP 2011 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | JUN 2013 |
| 252.227-7039 | Patents--Reporting Of Subject Inventions | APR 1990 |
| 252.228-7003 | Capture and Detention | DEC 1991 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7008 | Assignment of Claims (Overseas) | JUN 1997 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.233-7001 | Choice of Law (Overseas) | JUN 1997 |
| 252.242-7004 | Material Management And Accounting System | MAY 2011 |
| 252.242-7005 | Contractor Business Systems | FEB 2012 |
| 252.242-7006 | Accounting System Administration | FEB 2012 |

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| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |
| 252.244-7001 | Contractor Purchasing System Administration | MAY 2014 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal | MAY 2013 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |
| 252.246-7001 | Warranty Of Data | MAR 2014 |
| 252.246-7003 | Notification of Potential Safety Issues | JUN 2013 |
| 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |
| 252.247-7028 | Application for U.S. Government Shipping Documentation/Instructions | JUN 2012 |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction | OCT 2010 |
| 252.251-7000 | Ordering From Government Supply Sources | AUG 2012 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-10 INCENTIVE FEE (JUN 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The

Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by **fifty (50)** cents for every dollar that the total allowable cost is less than the target cost or decreased by **fifty (50)** cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than **six (6.0%)** percent or less **zero (0.0%)** percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

(a) By written notice to the Contractor, the Contracting Officer may exercise, if at all, any of the Option Items identified in Section B and require the Contractor to provide, within the performance period specified in Section F, the work described in Section C for such Option(s) Item(s) at the estimated cost and base fee set forth in Section B. The option(s) may be exercised after the Contractor's receipt of the Specification Work Package prepared by the Planning Supervisor in accordance with the procedures stated in Section C, but in any event, the Option(s) shall be exercised, if at all, on or before the following dates:

| ITEMs | LATEST OPTION EXERCISE DATE |
|---|-------------------------------------|
| 1020, 1021, 1025, 1026 | 18 January 2016 |
| 1030, 1031, 1035, 1036 | 2 May 2016 |
| 1040, 1041, 1045, 1046 | 27 August 2016 |
| 1050, 1051, 1055, 1056 | 7 November 2017 |
| 1060, 1061 | 3 September 2018 |
| 1070, 1071 | 4 September 2018 |
| 1080, 1081 | 14 May 2018 |
| 0110, 0115, 0210, 0310, 0315, 0400, 0415, 0410, 0415 | Date of Contract Award Plus 1 Year |
| 0120, 0125, 0220, 0320, 0325, 0420, 0425, 0500, 0600, 0700, 1140-1166, 2010-2221, 3010-3221 | Date of Contract Award Plus 2 Years |

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **zero** or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection,

transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of TBD, or from which the Contractor or any subcontractor under this contract is exempt under the laws of TBD, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.229-9 TAXES--COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAY 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of TBD or from which any subcontractor under this contract is exempt under the laws of TBD shall not constitute an allowable cost under this contract.

(b) If any subcontractor obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid (not credited to the contract) to the Treasurer of the United States at the time the Federal income tax return is filed.

(End of clause)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the

authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay

resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses & Provisions: <http://farsite.hill.af.mil/vffara.htm>

DFARS Clauses & Provisions: <http://farsite.hill.af.mil/vfdfara.htm>

NMCARS Clauses & Provisions: <http://farsite.hill.af.mil/vfnapsa.htm>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contract shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

(a) Definitions. As used in this clause--

Alloy means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.

(i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).

(ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).

Produce means—

- (i) Atomization;
- (ii) Sputtering; or
- (iii) Final consolidation of non-melt derived metal powders.

Specialty metal means--

- (i) Steel--

(A) With a maximum alloy content exceeding one or more of the following limits: Manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: Aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

- (ii) Metal alloys consisting of--

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

- (iii) Titanium and titanium alloys; or

- (iv) Zirconium and zirconium alloys.

Steel means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.

(End of clause)

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)(NAVSEA VARIATION)(MAY 1993)(MODIFIED)(DEC 2012)

- (a) *Definitions.* As used in this clause –

Acceptance means the act of an authorized representative of the Government by which the Government takes delivery of the supply, which is the repaired, mission-ready vessel that is the subject of the availability.

Defect means any condition or characteristic in any warranted supplies or related incidental services furnished by the Contractor that are not in compliance with the requirements of the contract, as determined by the Regional Maintenance Center's Code 100, Code 200, Code 300 or Code 300 PM.

Warranted supplies mean the critical systems and work items specified in paragraph (b)(3) below, on which the Contractor or its Subcontractors worked, and the related incidental services performed by the Contractor or its Subcontractors under this contract. This term does not include "data."

(b) Contractor's obligations.

(1) The Contractor warrants that, for 90 days after the Government's acceptance of the vessel, all of the warranted supplies identified in paragraph (b)(3) below will be free from defects in material and workmanship, will conform with all design and manufacturing specifications and requirements of this contract, and will conform to the essential performance requirements of the contract; provided, however, that with respect to Government-furnished property relating to such warranted supplies, the Contractor's warranty shall extend only to its proper installation, unless the contractor performs some modification or other work on the property, in which case, the Contractor's warranty shall extend to the modification or other work.

(2) Any warranted supply or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as the warranted supply initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced warranted supply.

(3) This special warranty applies only to the following specified critical systems and work items on which the Contractor or its Subcontractors have worked under this contract and which are identified and discussed during the pre-availability conference and effected by a bilateral modification to this contract:

[List the relevant critical systems and work items covered by the special warranty]

(4) The Contractor shall apply a permanent warrant notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00024-_____ TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR _____ FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY _____ AND PCO.

(5) If the Contractor or any subcontractor has a warranty for work performed or materials furnished relating to a warranted supply that exceeds the 90 day period, the Contractor warrants that the Government shall be entitled to rely upon the longer warranty until its expiration. The Contractor shall promptly notify the Contracting Officer, in writing, of such longer period and applicable warranted supply.

(6) With respect to any warranted supply, and any individual work item related thereto, identified by either party as incomplete at the time of redelivery of the vessel, the special warranty period shall run from the date the item is completed.

(7) The Contractor shall not be obligated to correct or replace warranted supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(8) The Contractor shall also prepare and furnish to the Government data and/or reports applicable to any correction required on a warranted supply (including revision and updating of all affected data called for under this contract) at no additional expense to the Government. If the Contractor fails to prepare and furnish such data and/or reports or should the Government elect not to secure such data and/or reports from the Contractor or another source, the Contractor shall pay costs reasonably incurred by the Government in acquiring such data and/or reports, or the Government shall be entitled to an equitable adjustment to the contract.

(9) When warranted supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(10) This special warranty does not limit the Government's rights under the Inspection clause in relation to latent defects, fraud, or gross mistakes that amount to fraud; furthermore, this warranty does not include damage caused by the Government.

(11) All implied warranties of merchantability and "fitness for a particular purpose" relating to the warranted supplies are excluded from any obligation contained in this contract.

(12) In determining whether the failure was discovered prior to the expiration of the specified period, conditional acceptance shall not be considered to be acceptance. Rather, conditionally accepted supplies shall be considered to have been accepted as of the date the Contractor is notified by the Contracting Officer, in writing, that the condition has been satisfied or waived.

(c) *Remedies available to the Government.*

- (1) Notwithstanding any other clause, term or condition of this contract, including those pertaining to inspection and acceptance of supplies or services by the Government, in the event the Government determines that the Contractor has breached the special warranty in paragraph (b)(1) of this clause, the Government may do the following:
 - (i) Require the Contractor, at the place of performance specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to correct or replace, at the Contracting Officer's election, defective or nonconforming warranted supplies, at the Contractor's own expense, but only to the limits stated in paragraph (b)(3) of this clause; or
 - (ii) Require the Contractor to furnish, at the place of delivery specified by the Contracting Officer (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, the materials or parts and installation instructions required to successfully accomplish the correction, at the Contractor's own expense, but only to the limits stated in paragraph (b)(3) of this clause.
- (2) If the Contracting Officer does not require correction or replacement of the defective or nonconforming warranted supplies by the Contractor, but instead has the correction or replacement performed by another source, the Government shall be entitled to an equitable reduction in the total allowable costs reflecting the correction or replacement costs, but only to the limits stated in paragraph (b)(3) of this clause. Failure of the parties to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.
- (3) In fulfilling performance under this special warranty, the Contractor shall bear the costs incurred on corrective or replacement actions up to, but not exceeding, the total amount of the incentive and award fees available on the specific availability on which the corrective or replacement actions were taken under this special warranty. The Government shall pay for all reasonable, allocable, and allowable costs incurred on corrective or replacement actions beyond that amount. The Contractor's obligation to correct or replace the defective warranted supply, or to agree to an equitable reduction in the total allowable costs, shall include responsibility for the costs of furnishing all labor and material to: (i) re-inspect warranted supplies that the Government reasonably expected to be defective; (ii) accomplish the required correction or replacement; and (iii) test, inspect, and mark repaired or replaced warranted supplies.
- (4) The Contracting Officer will notify the Ship's Commanding Officer to prepare a list of defective or deficient items covered by this Special Warranty. The Contracting Officer will specify the acceptable turnaround times for warranty corrective actions to be taken by the Contractor. When these specified turnaround times are not met by the Contractor, the Contracting Officer will charge the Contractor for product replacement costs [or the following liquidated damages for each defective item not corrected by the Contractor within the specified turnaround time].

- (5) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b)(1) of this clause within 100 days after the Government's acceptance of the vessel. The Contractor shall submit to the Contracting Officer a written recommendation within 5 days after receipt of this notice of breach as to the corrective action required to remedy the breach. After the notice of breach, but not later than 5 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the total allowable costs will be equitably adjusted. The failure of the Contracting Officer to so provide timely notice of the breach, however, shall not diminish the rights the Government would otherwise have under this clause or any other term or condition of this contract.
- (6) If warranted supplies are corrected or replaced, the period of notification of a breach of the Contractor's warranty in paragraph (b)(2) of this clause shall be 100 days after the date of delivery of the corrected or replaced warranted supply.
- (7) The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause of the contract.
- (8) The failure of the Government to assert its right under this clause with respect to any particular breach or breaches of a warranty provided herein shall not waive or otherwise diminish the Government's rights with respect to any subsequent breach of a warranty.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J - LIST OF DOCUMENTS

The following document(s), exhibit(s), and other attachment(s) also form a part of this solicitation and will form a part of the contract resulting from this solicitation:

| <u>No.</u> | <u>Document</u> |
|---------------------------|--|
| Exhibits A, B & C | Contract Data Requirements List, DD Form 1423 Rev1 |
| Attachment 1 to Exhibit C | Technical Manual Contract Requirement (TMCR) |
| J-1 | Work Item Specification Packages** |
| J-2 | Contract Security Classification Specification, DD Form 254† |
| J-3 | Standard Work Items Rev 1 |
| J-4 | Reserved |
| J-5 | LCSRON Compartment Cleaning Instructions (COMLCSROMONEINST 4790.8) |
| J-6 | Reserved |
| J-7 | Reserved |
| J-8 | Provisioning Requirements Introduction |
| J-9 | Provisioning Statement of Work |
| J-10 | Logistics Management Information (LMI) Worksheets |
| J-11 | Class Standard Work Template 0897-001 for Administrative and Engineering Support Services (AESS) |
| J-12 | Financial Accounting Data Sheet ² |
| J-13 | Proposed Standard Work Template for Facilities Maintenance Rev 2 |
| J-14 | Work Spec for PMS 897-11-001 Rev 2 |
| J-15 | LCS Tag-Out Standard Operating Procedures, 4700.1E |
| J-16 | Program Overview History Lesson |

- J-17 Current Version of the Naval Sea Logistics Center (NAVSEALOGCEN) Force Revision (FR) ³ Version Rev 1
- J-18 Work Authorization Form
- J-19 Contractor PMS Reporting Template
- J-20A LCS 2 Paint Schedule⁴
- J-20B LCS 2 Paint Specifications⁴
- J-20C LCS 2 Deck Covering Specifications⁴
- J-20D LCS 2 Corrosion Prevention and Control Plan⁴
- J-20E LCS 1 Paint Schedule⁴
- J-20F LCS 1 Paint Scheme – Cammo – Superstructure and Freeboard
- J-20H LCS 3 Paint Schedule⁴
- J-21 LCS 1 and 2 Equipment Guide List Rev2
- J-22 LCS Delivery Schedule Rev 2
- J-23 LCS Notional 32Month Schedule
- J-24 Docking Plan
- J-25 General Arrangement
- J-26 Reserved
- J-27 OPTEMPO Model Assumptions

*Available upon request. See Section L for instructions on obtaining a DVD of the Notional Work Item Specification Package.

† Solicitation DD Form 254 is included and shall be replaced with Contractor specific DD Form 254 at the time of contract award.

** Work item specification packages shall be provided by the Administrative Contracting Officer (ACO) after contract award.

² Financial Accounting Data (FAD) Sheet shall be provided by the ACO after contract award.

³ Available upon request. It will require the software download of PMSViewer. See Section L for instructions on obtaining a DVD with the most current LCS PMS Deck.

⁴ Available upon request due to restrictive distribution.